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## SHAKA AND THE NORTH

Harald von Sicard \*

### S Y N O P S I S

*After an introductory note about some traditions of expeditions sent by the Zulu despot, Shaka, to the Northern Transvaal, the author relates the migration of some Lemba people, who, coming from Belingwe in Southern Rhodesia, stayed for a couple of years with Shaka as the King's medicine men, as told by old Rhodesian Lemba. These events are dated to approximately 1819–23. In the last section, it is claimed that Shaka's remote ancestors were people of the Hera Shava clan of the Karanga – a section of the Lala cluster – who in the 16th century migrated from what is now Southern Rhodesia to the Tembe country.*

### I

Emanating from different sources, there exist several traditions connecting the great Zulu despot Shaka (†1828) with the far North, i.e. the Northern Transvaal and Southern Rhodesia. There is e.g. the "legend" of Shaka's expedition to obtain copper from the Messina mines (Stayt, 1931, b. 63), which is also mentioned by Birkby (1939, 117) who says that "there is a local tradition that Chaka once sent an impi a good 500 miles to loot the copper of Messina".

Then again, there is the other story of Shaka dreading the magical powers of the Rain-Queen, Mujaji, and sending a deputation to her court headed by Dumisa, his own witchdoctor (Klein, 1952, 100). Contacts of Shaka's most formidable opponent, Zwide, with the same Mujaji are related by Bryant, according to whom she sent a present

of *intothoviyane* beads to Zwide. He wore them at the First Fruits Ceremony, probably in 1819. When putting off this finery, however, he saw to his horror that the beads stood up instead of staying on the floor. He died shortly afterwards. Schofield, to whom I am indebted for this information, writes (2.4.1952) that the name of the beads in Zulu means a hopper locust and that this may imply that Mujaji withheld the rain and the "Swazi" were stricken with drought and locusts.<sup>1</sup> The obvious affinities of these beads are with the Venda *Tshimbanda-mbanda* (cf. Schofield, 1938, 351, 363). They are tiny white beads, with pink, pink and green, and pink and blue stripes. They are well-known in Natal,<sup>2</sup> and 27 specimens have been collected on the surface in the so-called Uuhwa Ruins<sup>3</sup> in Belingwe, near the Mašingo

gardens". Such an insect is not connected with the rain.  
Ed.

<sup>2</sup> "Lots of them can be picked up on the dunes of Umhloti, Natal", Schofield, 2.4.52.

<sup>3</sup> Hall (Hall and Neal, 1904, 252) calls them the "Bochwa Ruins"; locally they are known as the Mašingo Ruins. I hope to give a report of them in the next issue of *Nada* (1956).

\* The Rev. Harald von Sicard, B.D., has been with the Church of Sweden Mission in Southern Rhodesia for almost thirty years, and has published numerous articles on African history, folklore, ethnology and languages.

<sup>1</sup> However, according to Doke and Vilakazi's *Zulu Dictionary* *intothoviyane* means "the large, greenish-yellow, evil smelling locust found commonly in vegetable

Mission. They have not been reported before so far to the north. According to Schofield (1938, 354): "these beads appear to have been great favourites - with the Venda - during the early years of the nineteenth century", and this date

agrees with that of the Uuhwa Ruins as the site where, about 1800, the great Dyembewu and his people moved to the south, beyond the Limpopo, together with some Lemba (*R.S.A.P.* XLIII, 1951, 183).

## II

Of considerable interest are some Lemba traditions about their sojourn in Shaka's country and the encounters between Shaka and Zwide. These traditions have been recorded by the late Lemba historian, Solomon Hamandishe, who had collected them since 1929 from old Lemba men. There exist two very similar versions which are here combined. They seem to relate to events which happened between 1819 and 1823, i.e. to a time when Dyembewu's people had already become the ruling clan in Vendaland, and before the first Nguni groups crossed the Limpopo for the south. The account runs as follows:

*Kunonzi shoko rakabva Transvaal namaHamisi,<sup>1</sup> kuti vavuye:<sup>2</sup> Takavona mugodi weshambo pa-Cirungurira.<sup>3</sup> Kunonzi Mupfure<sup>4</sup> ahwa izozo, wakatuma shoko kuna Cihora naCigudu, kuti vavuye vose, vazoinda Musina. UaRemba vose ndo kutorana navakanya vasara naMupfure. Kunonzi rakainda, riri pfumo guru. Mazita avo vana-Mupfure: (1) Cihora, Madi, Makumbira navamye vadoko vavo. Kunonzi vamye vavo vakasiya vakadzi pana teteguru wavo Mupfure. MaSadiki: (2) ndi Kwenda-kwebga (ndiye waiva mukuru wavakwa-Mposi), tevere Cigudu naCamakofa naCinyoka. (Kwenda-kwebga waiva weimba imye naCinyoka, vuye na-Cigudu naCamakofa veimba imye ze. Mposi waiva mudoko pana Kwenda, ivavo vaiva veimba huru youshe, imba huru yokwaCinyoka.) Uanonzi vaka-parure nyika, vakandošika pabani raMateygeni, vaciygofamba savavimi. Apo ndopo patinohwa mharadzano yavo nemhoša yemhara, dzavaibata nama-tozo. Dzokei Kwendakwebga naCinyoka nomukwambo wavo Madi, avo ndivo vanonzi vaivuraya mhara zikuru, vaciteya namabote. Mposi Camakofa naCigudu nasekuru wavo Cihore, ava vanonzi vaivuraya mhuka shoma. Dzokei voti: "Dgatipfuvurire mberi." Dzokei Madi naKwenda voti: "Isu hatiygagoni kufuvura, ticiсиya mhuka dzedu dzicivora, dzimye dzicitamba nemisuygo. Asi indai henyu,*

*Translation:* It is said that a message came from the Transvaal with the Hamisi people that they should come: "We have found a copper mine at Cirungurura." When Mupfure was told this, he sent word to Cihora and Cigudu, telling them that all of them must come and go to Musina. Thus, all the Lemba broke up together with those who had remained with Mupfure. It was a large group that went there: (1) the names of Mupfure's people: Cihora, Madi, Makumbira and some other younger people of theirs, some of them leaving their wives with their grandfather Mupfure; (2) of Sadiki's people: Kwendakwebga (who was the leader of the Mposi group), then Cigudu, Camakofa and Cinyoka. (Kwendakwebga was of the same house as Cinyoka, and so were also Cigudu and Camakofa of another house. Mposi - i.e. Camakofa - was younger than Kwenda, they were of the great ruling house, of the great house of Cinyoka.) They went across the country and arrived at the plain of Matengeni, just going along as hunters. There, we hear, they parted owing to the rooi-bucks which they caught in traps. Now, Kwendakwebga, Cinyoka and their son-in-law Madi killed many bucks, catching them with stout ropes, while Mposi, Cigudu and their mother's brother Cihora only killed a

<sup>1</sup> The Hamisi are one of the twelve original Lemba clans.

<sup>2</sup> Scil. the people of the Madi clan.

<sup>3</sup> This is a hill near Messina, called Singalele on the maps (v. WARMELO, 1940, 82).

<sup>4</sup> Mupfure was the leader of the Madi.

*tinozotevera vo, kana nyama dzedu dzawoma.*"  
Mharadzano ndo kubva pamhara.

*Mposi Camakofa naCigudu naCihora naSadiki naMakumbira vakandošika kwashe Zidekalanga,<sup>1</sup> vakafamba vose namaCayana. vaiva vakarabga vaCaka. Kunoyi vacifamba, maCayana akavona, kuti vanhu ava iyanga dzokurwa. Ndo kubva voraira Cihora, kuti muvuye nokwaCaka. Ndo kuzondovasitsa pana she Caka nemhoša yovunamya<sup>2</sup> bgamapfumo okurwa. Awa maCayana akanga ahwa, kuti ava vanhu iyanga dzamapfumo, kušikira vazondosika kwaCaka, kuti: Tavuya nedziya nyanga dzatakamboreva.<sup>3</sup> Kukati Caka avaserefeta, ndo kundovapa nyika yavo, kuti vagare, vari vog.<sup>4</sup> Uakapiwa zita ravo rainzi "Inyanga zeNkosi". Ndi'po pakaromba<sup>5</sup> Caka miti mizhinji yepfumo.*

few. So they said: "Let us go on;" But Madi and Kwenda said: "Why, we cannot go further and leave our bucks to rot, while others still try to escape from the traps. You go, we shall follow when our meat is dry." Thus they parted on account of the rooi-bucks.

Mposi Camakofa, Cigudu, Cihora, Sadiki and Makumbira then arrived at Chief Zwidekalanga's and went on with the Shangaans, Shaka's fathers-in-law. While they were travelling the Shangaans saw that these people knew how to prepare war medicine. Therefore, they told Cihora: "You must come to Shaka's." Accordingly they brought them to Chief Shaka on account of the knowledge of medicine for fighting in war. Those Shangaans had heard that these people were war medicine men, and so they arrived at Shaka's, telling him: "We have come with those medicine men whom we have spoken of before." After Shaka had put them on the test he gave them their own country to live in, all by themselves. They were called "the chief's medicine men". In this way Shaka obtained many war medicines.

They stayed there for two years and Shaka got all knowledge about medicines, but these Lemba did not stay for good; they thought of first returning home to bring with them their families who had remained with Chief Mupfure, but also meeting those of the bucks' meat, since they had already heard that those who had stayed behind had encountered the Swazi army and had gone

<sup>1</sup> The Lemba evidently arrived at Zwidekalanga's after he had established his settlement north of where the town of Utrecht stands, i.e. after 1820 (cf. GIBSON, 1911, 19). It is interesting to note that the Lemba regard him and his Ndwandwe tribe as Shangaans.

<sup>2</sup> *vunamya* stands for the Karanga word *vuyanya*.

<sup>3</sup> The Lemba tradition does not mention any previous visit of Zwidekalanga's people in the Northern Transvaal, but it may be that they had heard of the Lemba or met them on their previous expedition to the Messina Copper mines.

<sup>4</sup> The Lemba had to live isolated on account of their medical powers.

<sup>5</sup> The verb *-romba* is very uncommon in ciKaranga. It is only used in connexion with witchcraft and medicines. Cf. Venda *-lomba*: obtain something from far away, get something one has not yet got (v. WARMELO, 1937, 119), and Zulu *-lumba*: do or make anything of a wonderful nature, work evil of a surprising nature upon a person, as *abatakati* are supposed to do, cf. *-loya* (BRYANT, 1905, 366).

<sup>6</sup> This cannot refer to Musesenyana's Swazi who crossed the Limpopo about 1826 (cf. S.E.U. V, 44). The

"Swazi" of the Lemba tradition must have been some earlier, so far unidentified, Nguni group, but not Tumbare's people of the *Sepe* clan (*Nada*, 25, 100; S.E.U., V. 157; FORTUNE, 1949, 37), who according to tradition "had come from the Swazi" before 1820, but nevertheless are said to have been related to the Venda Chiefs, Makado and Ciwase (*J.R.A.I.*, vol. 35, 267), and who are in no way connected with Uuzeze. Most probably our Lemba had encountered an *impi* of Sobuza I, who became chief about 1815 and was Zwide's son-in-law (WESTERMANN, 1952, 430), or one of the many small units displaced by him (BULPIN, 1952, 136).

<sup>7</sup> Uuzeze is in the Jena country, in the Fort Victoria district. The Jena chief is Nyajena Moyo (BULLOCK, 1927, 109: 23). One of their forefathers was called Murindire. Their *cidavo* "*veshambo cena*" relates them to the Musoni Lemba who also have the laudatory name "*veshambo cena*". According to D. P. Abraham (letter 5.4.54), Nyajena is a scion of the Duma clan. Actually, his reserve is in the Duma country, and the Duma were originally Lemba. They have retained a tradition of an encounter with a *Mambo wakabva paSutu*: a king who came from the Suto.

*maSwazi awo, azondogara Maguti, oira Gumbo vokwaMusipa.*<sup>1</sup>

*Kukati vašika munyika yeCitandani* (Transvaal), *Cihora ndo kundowana Mupfure afa. Uana navakadzi kunonzi vakanya vatotamira muCishanga.*<sup>2</sup> *Cihora ndo kuroygedza kuvatamisa, ainda munyika yake yeBara.*<sup>3</sup> *Muposi Camakofa adzokera mu-Dumbgi.*<sup>4</sup> *Kunonzi vakangogara makore mashomanene, dzokei Mposi Camakofa abayiwa nama-Swazi, akarisa mhuru. Kunonzi ndiro gore razotama vokwaMposi vose, vofunga kwashe Caka. Šikei munyika yeLouis Trichardt, vohwa kuti Caka wakazovuraya Zidekalanga nemiti iya, yavakamupa. Dzokei Mposi ogara mune-yaCivasa ...*

*Mucinda uyu Caka ovona yanya dziya dzainda, ndiro gore, raakasara ovuraya nduna Zidekalanga. Wakati: Ndinoda kuvona nteve,*<sup>5</sup> *yaakanya atora kuvaRemba, kuti avone, kana ine-simba.*

*Kunoyi kwakati kuno-mutambo mukuru, vaitambira she Zidekalanga. Vanhu vavuygana, she wagagara pakati pavanhu, akafuka debge rengwe. Vanhu vakamukomba, vacimudzanira, vacimupemberera. Mucinda Caka wakamuruka, akabata pfumo necitangu,*<sup>6</sup> *akapembera, akauruka, akagiya,*<sup>7</sup> *akabaya pasi. Akauruka, akavanya, akati dadada,*<sup>8</sup> *akati pamutu ndendende nepfumo. Ndi'po panoyi wakati obva'po*

<sup>1</sup> According to S. Hamandishe this refers to Chief Gutu, whom he says to have been a Swazi!

<sup>2</sup> In the Fort Victoria district.

<sup>3</sup> Bara Hill, between Belingwe and Mnene Mission.

<sup>4</sup> Dumbge Hill in the Belingwe Reserve, cf. *Nada* 1935, 101; *S.E.U.* V, 151.

<sup>5</sup> *Nteve* is a charm, similar to *zango*. The difference between them is that *nteve* is tied around the muscle of the upper arm and is not allowed to be seen, it is strictly concealed, while *zango* is put around the neck (informant: Renisia Moyo). Louw (1915, 392): *zango*: charm worn round neck. In 1854 Andersson rendered *ozanga* as bead (*Nada* 1933, 68).

<sup>6</sup> *Citangu* is the Venda word for a round shield (STAYT, 1931, e. 70). The Karanga had no shields nor does there exist a Karanga word for shield (cf. *Anthropos* 1925, 847; 1926, 489). According to a Venda tradition, however, Dyembewu's people were armed with spears and shields (v. WARMELO, 1940, 19.120). Livingstone (1865, 214) mentions a group of Karombe's people who used shields. They are a branch of the Mnyika (DOKE, 1931, a.34) and had settled on the northern

with them to Uzeze, passing down east of Fort Victoria, together with those Swazi who went to stay at Maguti and who taboo Gumbo (the Leg), of Musipa's people.

When they had arrived in the Citandani country in the Transvaal, Cihora was informed there that Mupfure had died and that the children and women had already moved to Cishanga. Therefore, Cihora arranged everything to move them and went to his country at Bara. Mposi Camakofa returned to Dumbge. It is said that they lived there for a few years only, when Mposi Camakofa was stabbed by the Swazi while he was herding calves. That year Mposi's whole tribe moved, on their way to Chief Shaka. But when they arrived in the country of Louis Trichardt they heard that Shaka had killed Zwidekalanga with those medicines which they had given him. Therefore, Muposi decided to remain in Tshioasa's country ...

When that sub-chief Shaka saw that those medicine men had gone - that year he killed the great captain Zwidekalanga. He said: I want to see the secret charm that he had got from the Lemba, to see whether it was powerful.

It is said that there was a great party to honour Chief Zwidekalanga. The people assembled and the chief was sitting among them, clad in a leopard skin. The people surrounded him, dancing for him and rejoicing. The sub-chief Shaka rose, took his spear and shield, danced excitedly, jumped, lept wildly about, brandishing his assegai and shield and stabbing the ground; jumped up again, made

side of the Zambezi before 1865, coming from the "Zezuru country". Blake-Thompson (1938, II, 15) reports a group of hunters whom he associates with Chief Makoni's Hungwe people. They used "square but curved shields" (p. 11) which in shape are like the Konde shields in Tanganyika. He also records that the Bantu group of the Hera and Mbire used shields "of different sizes ... They were usually oval or round" (1938, VI, 30), and according to him one of the old names for a shield was *shaygu*, a word which was later employed for sandal, shoe or boot. On Rhodesian rock paintings shields are, to my knowledge, only to be found at Cinhama (Zezuru country), where warriors are represented with round shields, one shield being in the shape of the Nyaturu shields (Salisbury Museum, Rock Paintings No 22; cf. BAUMANN, 1940, 205).

<sup>7</sup> The Zulu word -giya is also known in the Venda language, meaning "dance the dance of men (Tonga or Zulu fashion), stamping the ground hard with the feet" (v. WARMELO).

<sup>8</sup> *dadada* is meant to give the impression of the swiftly moving legs.

*ndo kupembera, acivuya kuna she. She Zide waiva agere mudanya. T'ayga rakakomberedzwa navanhu. Ndo kundobaya she Zide nepfumo. Caka ndo ku-pembera, acigiya, ovona Zide afa, aciti: "Unoda, yngabude, ndimuvone pano." Ndiwo musi wakato-rwa vushe naCaka. Uaya vaRemba vatova vuno, vacifunga kuti vacadzokera kunyika iyoyo, yavaka-nga vapiwu nashe Zide nomucinda wake Caka.*

a leap, moving his legs extremely swiftly, and stabbed a tree. Then, he began again to dance wildly, approaching the chief. Chief Zwide was sitting in the cattle kraal. The kraal was surrounded by people. And suddenly, he stabbed Chief Zwide with the spear, danced again excitedly, stamped the ground with his feet, and seeing that Zwide was dead, he said : "May he who wants come out, let me see him here." That day, Shaka took the kingdom. Those Lemba were then already here, thinking that they should return to that country which they had received from Chief Zwide and his sub-chief Shaka.

\* \* \* \* \*

We are here concerned neither with the different Lemba migrations<sup>1</sup> nor with the historical correctness of their traditions about Zwide and his death. What matters to us is the direct and personal contact which the Lemba tradition establishes between the Zulu despot and the Karanga country and the way in which, according to it, the Lemba were received by Shaka. Did he realize that he had to do with distant relations of his?

### III

The Zulu know 7-9 generations of Shaka's ancestors.<sup>2</sup> The oldest name remembered is that of Gumele, father of Malandela. According to Bryant's calculations, Malandela was born about 1520. Gibson adds two more names to Shaka's genealogy, and this could imply a dating of Malandela's birth at about 1470, provided that one is prepared to accept Bryant's way of looking at the different generations. It is, however, uncertain whether the enumerated names represent each one a new generation.<sup>3</sup> At any rate, Malandela's grave is still pointed out in Zululand together with the graves of Shaka's other ancestors (GIBSON, 1911, 16), and it is also an established fact that the Zulu up to

the time of Shaka's father, Senzangakona, were an unimportant section of the Lila-Nguni (WESTERMANN, 1952, 418) who, strange to say, were despised by Shaka's own people (BRYANT, 1905, 26).

However this may be, at this point the question arises: have we to stop there or can we take still another step forward in fixing Shaka's ancestry? Blake-Thompson who for more than 40 years has collected Bantu traditions, mainly in Southern Rhodesia, seems in any case to think that we can. In his private notes, of which he has kindly allowed me to publish some extracts, he relates the following tradition about the Hera Shava who, according to him, are a group within the Lala cluster whose main branches appear to be the Lemba and the "Venda" (letter, September 1954):

"They claim to come from the north of Abyssinia, they circumcised, used kosher meat, and have other Semitic traits, are more hairy than many other Bantu tribes. They talk of a dispersal of the people (*kuparadza*) ; they carried the name Hera or Hela with them ; they used to salute the female members of the chief's family by the title *Tsahai*.<sup>4</sup> After leaving Abyssinia they settled for a time near Murongora in Tanganyika territory,

<sup>1</sup> It is hoped that an account of these will be published elsewhere.

<sup>2</sup> BRYANT, 1905, 38 ; GIBSON, 1911, 318 ; WESTERMANN, 1952, 419.

<sup>3</sup> Cf. Bryant's own note to his genealogy and Westermann, 1952, 419.

<sup>4</sup> *Tsahai* or *Sahai* is evidently the same name as its contracted form *Sayi* or *Sai*. Bullock (1927, 109 : 14) mentions it as the laudatory name of the Duma Moyo (who were originally Lemba!). It is also used as an oath "by all the *Rozi*" (Informant : Kiwi Moyo, originally Shoko, 5.10.1947), and in one instance (the

and when they moved into Southern Rhodesia they called their land Cizongoro (now Wildshire Estates). Several centuries ago the chief of Teke-dza<sup>1</sup> had a grown up son by a minor wife who took his father's junior wife (*mukaranya*). His name was Tembe. For this, his father turned him out with his people without their wives and told Tembe that he must not call himself *Shava* but *Nzonyo-yembga*. Tembe migrated to the East Coast settling near Lourenço Marques (Nyaka) and from him sprang the small tribe of

Zulu in Natal, the chief of whom was Senzanga-kona (*Lufenu lwenja*),<sup>2</sup> father of Shaka."

It is not the purpose of this paper to give a full account of the Lala or of the Hera Shava, but a few comments may be in order so as to strengthen our assertion of Shaka's Karanga origin.

As regards the Lala, I should like again to quote Blake-Thompson: "... from information which I received from the Mara, Shava, Remba and others the name Lala is derived from a root

Sekera branch, near the Masase Mission, Belingwe, cf. *Nada* 25.1948, 96) it takes as a laudatory name the form *Sayi wangu* (my Sayi). Roberts (*Nada* 15.1938, 54) mentions *Sahayi* (or *Ayi*, *Nada* 24. 1947, 51) as a *Rozī detembo*, but also as their war-cry. He explains its "literal meaning" (*Sa-ihayi*) to be: "One with want or desire", but he does not give his source. Personally, I have been unable to identify the word. One Chief *Sayi* of the Leya tribe in the Mafungabuzi district (Sebungwe) was in 1898 about 100 years old (*Nada* 11.1933, 25). The present *Sayi* dynasty in the Sebungwe district was, however, founded by a man of the Rengwe tribe whose clan also adopted the "Rozī" (i.e. Mbire) totem *Shoko* (*Nada* 21.1944, 32). The Moyo *Rozī* and possibly also the Hera Shava are connected with the Luba. - In the Shangwe tradition of Sileya and his drum (*Nada* 1924, 77; 1927, 65; cf. v. SICARD, 1952, 40) *Sayi* is mentioned as one of Sileya's half-brothers, and according to *Nada* 1933, 24 he was the "paramount chief" of the Leya tribe (one of the branches of the Western *Rozī*), "reported to have been a great chief before his tribe was decimated and scattered by the invading Swazis", i.e. Zungendaba's people. Yet, Stayt (1931, C. 189) says that the Leya as well as the Twamamba "were originally of Sutho stock". - Blake-Thompson's assertion that the Hera used to salute their female members by the title *Sahayi* leads us to believe that there existed an early connection between them and the *Rozī* ancestors in the Shangwe country. Actually, Doke (1931, b. 32) found "that the Hera people are ethnically connected with the Shangwe of Sebungwe" (cf. BULLOCK, 1927, 34), and Stead (1946, 5) says: "The Hera of Charter claim to be related to the Shangwe of Sebungwe (Gokwe)". Furthermore, *va-yera* is one of the prominent laudatory names of the Lemba (Informant: the above mentioned S. Hamandishe). The Hera tradition about the origin of fire (POSSELT, 1935, 23; TABERER, 1904-05, 326) must have emanated from the same source as that of the Lemba (DOKE, 1931, a. 32).

<sup>1</sup> Chief Mutekedza is the same as Masarirambe (A.S. 5.1946, 5). As such he was first mentioned by Taberer (1904.05, 326) who says with regard to the Hera: "This tribe claims to have been in the country before the advent of the Baroswi. The first chief (twelve generations back) was Mberu." Beru is a common name with the Falashas of Abyssinia, RATHJENS, 1921, 71). "It was during his chieftainship that the first Baroswi, by name Gwankwaba" (cf. POSSELT, 1935, 23: Gwankwaba - i.e. the *Rozī* *Sahayi* - married a daughter of Mberu!) "entered the country ... Mberu's successor was Masarirambe and it was during his reign that the

Baroswi entered the country in force." Masarirambe's country borders to-day on the southern bank of the Sabi River, to the west of Mount Wedza (STEAD, 1946, map p. 20). - Bullock (1927, 101) mentions "? Kasarirambi" as a laudatory name of Nyamini's remnant ("? Kore-kore") in Lomagundi, east of the Shangwe country! The pedigree of the Mutekedza-Masarirambe chiefs as recorded by Posselt (1935, 23) contains 14 names, Mberu and Masarirambe being the first and second, and Mtegedza the 12th name. According to Posselt, "the tribe settled in the present Charter District about ten generations ago", which may lead us back to about 1675. Posselt does not state where the tribe came from, but the fire tradition recorded by him points to the Shangwe country. Their move may be connected with the murder of Monomotapa Domingos Motata in 1667 (M. BARRETTO in T.R., vol. III, 483) and the general unrest on the Zambezi at that time which culminated in the Shangamire upheaval in 1693. - Valuable information about "Mtigeza" is contained in Bent's "Ruined Cities". When he visited the country in 1891, there were two chiefs of this name living near Mount Wedza with its old iron ore mines (1893, 272). Old Mutekedza was then "almost in his dotage". Of special interest to us is Bent's remark (1893, 275) that the huts in Mutekedza's kraal were built "entirely of mud", as this is a feature prominent especially among the above mentioned Leya. Thus, in 1947 the author saw in Mutayi Mbizi's (i.e. Dube's) Leya kraal at Macorocondo in the Masase Mission district, Belingwe, two huts built entirely of mud, with a slightly inward inclination of the walls. The inhabitants had immigrated from the environments of Plumtree, - and the insides of Mutekedza's mud huts reminded Bent of huts he had seen in Bechuanaland! Mutayi's people explained to me that in building these mud huts they had followed the old Leya way. Clay huts are, however, by no means restricted to the Leya people. Posselt who records for them the word *mu-humbga* (1935, 104) mentions them as an old Zezuru way of dwelling, and K. Robinson found the foundations of mud huts at Kami (oral information), - these were evidently *Rozī* constructions. - When I was surprised to find that Mutayi had married a Leya woman, he said: "Tinoita savaRemba, muLeya aciwanu myLeya" (we do it the same way as the Lemba, a Leya marrying a Leya).

<sup>2</sup> "abakwa'Lufenu-lcenja was a former *isitakazo* of the Zulu clan ... but since the conquering of the *ama-Mbata* clan by Shaka, the *isitakazo* of that clan ... has been universally adopted by the Zulu", (BRYANT, 1905, 142). *Lufenu-lcenja* is the Zulu translation of the Karanga word *Nzonyo yembga* (cf. BLAKE-THOMPSON, 1938, II, 21).

meaning "separate" and was applied to those who circumcised, ate kosher meat, looked upon the pig and also upon the shell-fish or scaleless fish as unclean; were endogamous or had a limited exogamy; worshipped at high places and offered animal sacrifices" (personal communication).

Bryant (1905, 26) offers some additional information about the Lala in Zululand. They had explained to him that "Lala" was a term "unknown to themselves, but contemptuously applied to them by Shaka's people . . . these clans . . . no longer possess any tradition of their origin or their history prior to the time of the Shakan invasion." They were a people famous to the Zulu tribes as workers in iron and their speech "belonged to that harsh *tekeza* variety of the Bantu, common to the Swazi and some other people further north. But the Kalanga too were, and still are, celebrated precisely in the same manner as great iron workers, and, moreover, many of the clans in the region of Mashonaland seem to us to speak a language, which, along with that of the Lala and Swazi, appears to have the *tekeza* characteristics. May then the Kalanga heard by Bent (probably from some Suto or middle African source) as having emigrated into Natal, have been really these same *amaLala* tribes? South of Mount Wedza, in Mashonaland, we find even to-day a tribe, industrious as iron-workers, and calling themselves *pa-Marara* . . . and the particular country inhabited by them is known as *mu-Tekedza*. Is it, then, nothing more than a coincidence that there should somewhere be a tradition of Kalangas having come down towards Natal, and that we should actually find there tribes commonly known to the Zulu as *amaLala*, and their particular speech said to be "to *tekeza*"?"

Bryant refers here to a passage of Bent (1893, 33) who says that "several tribes of Bakalanga came into Natal in 1720, forced down by the powerful Zulu hordes, with traditions of having once formed a part of a powerful tribe further north".<sup>1</sup> There can be no doubt but that such migrations have taken place.

<sup>1</sup> If Bent's dating of this migration is correct, it has, of course, nothing to do with the Zulu, but would rather have to be connected with the great Shangamire upheaval, cf. S.E.U., V. 155.

To quote another instance, K. Robinson, the Inspector of the Rhodesian Ancient Monuments Commission, was told in 1954 by a group of Bikita Rozi that "their traditions appear to point to a southern origin near the Sea" and he was wondering "whether they may be one of the early migrations which actually reached as far south as Natal and then returned" (letter 12.5.1954).

Schofield has pointed out some culture features which connect Natal with the North. He (1948, 161) writes: "The association of smelting with the use of cloth and NC<sub>3</sub> pottery in Natal points to contacts with the more civilized north. The pottery resembles wares from Southern Rhodesia and the Limpopo Valley, and thus lends colour to an ancient tradition to the effect that, before the Zulu conquest, the northern part of Natal was occupied by the Lala skilled metal workers related to the Shona." And then again: "They were probably later arrivals than the others and we first hear of them as occupying southern Zululand during the last decade of the 16th century."

Then again, there is the name of Shaka's ancestor, Malandela, and "Marandellas" is still the name of the district to the north and north east of the Hera country. In Marandellas there are now to be found Chief Sose's Mbire. They settled there about 250 years ago (POSSELT, 1935, 120), and it seems quite likely that, as a result of this settlement, some "Lala" chief went to the south.<sup>2</sup> It was Chief Marondera who in modern times gave rise to the name Marandellas (POSSELT, 1935, 35), but the name Marondera as such is considerably older and can be dated to a time before Sose, i.e. before the first quarter of the 18th century (NADA 1927, 48). Evidently it was an old dynastic name, which would explain why it was retained by the Lala group when they went down to Natal.

In the light of these facts, it is rather improbable that the occurrence of the story of Mukanganise, who was the father of Marondera and Sose, and of his sister (POSSELT, 1935, 35; NADA 1927, 47) in the Lemba tradition could be explained as mere coincidence. According to S. Hamandishe, the first

<sup>2</sup> Sose's Mbire were, of course, not the first Shoko people to settle in the Marandellas district. The Portuguese knew of a "Biri" Kingdom there as early as in the 16th century (Dos Santos in T.R., VII, 275).

Lemba who came from Sena to Belingwe Hill, about the middle of the 18th century, and whose name was Manyeruke, was a real Mukanganise or deceiver. He could not be caught by Chief Cihunduru who then lived on Belingwe Hill,<sup>1</sup> as he was able to change both the huts of his village and his cattle into anthills or let them disappear altogether.<sup>2</sup> *Muroyi wejombe* (cattle sorcerer) is still one of the laudatory names among the Lemba (BULLOCK, 1927, 102). Manyeruke was later given one of the chief's daughters, Matundu, but she left him after having stolen his medicine horns. In the same way it is related that one of the Mbire Shoko Mukanganise's sisters, Cifede, after his death, took charge of his magic medicine and tail, by means of which he had been able to change the colour of stolen stock and thus to deceive the owners who came in search of it.<sup>3</sup> Cifede concealed the medicine on her person and plunged into a deep pool.<sup>4</sup>

The tradition of Cihunduru's people and the Lemba living together in Belingwe is confirmed by information received by the present writer in 1948 near the Masase Mission from Mangoni Shava, about 70 years old and a son of Chief Nyashanu's Hera. Mangoni told me that Cihunduru formerly used to rule over this part of the country (he called him Cihunduma) and that the Sena people lived with him.<sup>5</sup> It was they who built the stone walls for the Rozi. As Rozi laudatory names he mentioned *Garai Moyo* and *Sahai*, i.e. the laudatory name of the female members of the Hera chiefs.

Another point of interest in the traditions of Shaka's northern origin is the name of Tembe. To my knowledge it is not found in the old Portuguese records. They called the Tembe chiefs "Capella" (JUNOD, 1927, 141). The name Tembe dates from

about 1554 (PERESTRELLO, T.R. I, 200-267). It occurs again in a Dutch record of 1727 (T.R. I, 442), and it is also mentioned by Captain Owen in 1823.<sup>6</sup> Tembe was in the 18th century the northern neighbour of Inhaka.<sup>7</sup> According to Junod (1927, I, 23), the Tembe clan is said to have come to Delagoa Bay "from the Kalanga country", and when the Tembe people greet each other they sometimes use the salutation *Dkalanga*. Junod adds: "... there is little doubt that, notwithstanding the legendary traits in this tradition, the fact itself of the northern origin of these clans is true".<sup>8</sup> He considers the Tembe to be a branch of the Karanga people, which was split off during some disturbances before 1550 (1914, 147, 152), and this date agrees surprisingly well with the year 1520, calculated by Bryant as Malandela's year of birth. We are inclined to combine these events with the disturbances that followed the conquest of the ancient Karanga Kingdom of Butwa-Torwa by Monomotapa before 1530 and with Gwambe's move to the south about the same time (cf. S.E.U., V, 78; T.R., II, 66; KILGER, 1917, 91).

The Tembe people's northern (Hera) origin is further substantiated by the fact that Tembe's younger brother was called Sabi (Junod, 1927, I, 329), the Hera country actually bordering on that river. And furthermore, in the 16th century, the Delagoa Bay was termed "this bay of Mocrangas" (T.R. II, 202).

Fifty years ago, Bryant cautiously put the question whether it was nothing more than a coincidence that there should be a tradition of "Kalangas" having come down towards Natal and that the Lala tribes in Zululand had their particular speech which was said to be "to *tekeza*". Today, this question can be answered in the affirmative and we may even venture to say that the Lala

National Museum, Bulawayo), "to settle a dispute". On his way home, he was assaulted by the Rozi, strangled and thrown into a pool.

<sup>3</sup> *UaSena vanga vagere naCihunduma*.

<sup>4</sup> Owen spells the name "Temby" (T.R., II, 468). When lecturing in Montpellier, Junod spoke of the "Banyais ou Dembés" (*Bulletin de la Soc. Languedoc de Géographie*, vol. 4, 1881, 360).

<sup>5</sup> Cf. to this name Blake-Thompson's above mentioned "Nyaka".

<sup>6</sup> Junod includes here the "Ba-ka-Baloyi", i.e. the Rozi.

<sup>1</sup> Ruins which still exist on Belingwe Hill may date from that time.

<sup>2</sup> Cf. Shaka's Lemba who are said to have been powerful medicine men.

<sup>3</sup> The same story is told of Chief Cikanga, of Cibi's family, to the east of Belingwe (NADA 1928, 80; cf. NADA 1950, 63).

<sup>4</sup> As regards Cikanga, it is reported that the Rozi rulers became envious and called him to come to their residence at Mutangara, i.e. the present Dhlodhlo (the name of Dhlodhlo was in 1894 given as *Mutangala-ga-Mambo* on a plan made by C. Jeffison-Clark, now in the

people who came down from the North in the middle of the 16th century were the ancestors of the Zulu King, Shaka, who seems still to have

retained some recollection of his forefathers' Karanga origin.

## ABBREVIATIONS

A.S. *African Studies*, Johannesburg  
R.S.A.P. *Rhodesia Scientific Association Proceedings*

S.A.J.S. *South African Journal of Science*  
S.E.U. *Studia Ethnographica Upsaliensia*  
T.R. THEAL: *Records of South East Africa*

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## BOOK REVIEW

**The Galla of Ethiopia. The Kingdoms of Kafa and Janjero.** G. W. B. HUNTINGFORD. International African Institute, London; 1955. 154 pp., 6 maps. 16s.

This work, which forms Part II of the Ethnographic Survey of North-Eastern Africa conducted by the International African Institute, is divided into three sections, which deal with the Galla of Ethiopia and the kingdoms of Kafa and Janjero. The book is compiled almost entirely from previous publications, and, as a result of the nature of the available material, it lacks the unity which would have resulted from original field-work. In attempting to deal with a wide diversity of subject matter in such a small space the author has been confronted by considerable difficulty and the specialist in any particular field must still have recourse to the original sources.

But the Survey was not instituted to provide detailed studies of any people or group of peoples. Its purpose, as Prof. Daryll Forde states in his Foreword, "is to present in a brief and readily comprehensible form a summary of available information concerning the different peoples of Africa with respect to location, natural environment, economy and crafts, social structure, political organization, religious beliefs and cults". Within these terms of reference and considering the limitations of space and material available, Mr. Huntingford has produced a general study of the Galla of Ethiopia which will prove of great value to those who are unable to consult the original sources; and for others, who would wish to delve further into any particular branch of the subject, extensive bibliographies are provided.

The inadequacy of the text-figures is one of the worst features of the book, being confined to

vague drawings of hut-types, ploughs, hair-dressing styles, and the crown of the ruler of Kafa. Sketches of huts without details and clearly-labelled plans are of value neither to the specialist student of material culture nor to the general reader. Rather than devote a whole page to the hair-dressing styles of a particular region one would have welcomed illustrations of the iron objects and pottery which are of prime importance to comparative studies, and the figures used could easily have been dispensed with, without any loss of clarity. On the other hand a series of six full-page plates of well-drawn examples of hut types, dress, ornaments, iron objects, wooden objects and pottery would have added considerably to the value of the cultural section.

The demands on the author in producing a book of this nature have resulted in a marked lack of balance. Whereas the section on social organization and political structure provides a convenient summary of these aspects, notably of the *gada*-system, the section on cultural features, particularly material culture, is disjointed and scrappy - a fault which could easily have been remedied by a more judicious use of illustrations. The reader is left with the feeling of wanting more details.

The book comprises a wide variety of topics, including orthography, nomenclature and tribal grouping, history, demography, physical environment, economy, social organization, political structure and cultural features of the Galla, with similar sub-divisions for the kingdoms of Kafa and Janjero - all compressed into 154 pages. It is, however, a convenient summary in English of more comprehensive works in other languages and as such it is a useful contribution to ethnography.

JAMES WALTON.

## TRIBAL AND TRADE LANGUAGES

EUGENE A. NIDA \*

### S Y N O P S I S

*Kituba of the southwest Belgian Congo originated as a highly simplified form of Kikongo used in inter-tribal communication and in dealings with early European traders, explorers, etc. The spread of Kituba as a second language to speakers of many mutually unintelligible tribal languages accompanied the expansion of commerce and industry, and approximately 3 million people now speak it in Belgian and French territory. To-day, however, many thousands of Africans speak only Kituba and no other tribal language. This development of Kituba into a fully fledged language has been marked by a rapid expansion of its vocabulary and the elaboration of its morphological and syntactical structure. In contrast with the rise of Kituba, however, is the decline of Bulu, a trade language of the French Cameroun. This decline is attributable primarily to the growing ethnic self-consciousness of tribes for whom Bulu had previously been the medium of education, religious instruction and commerce. The emergence and growth of a trade language from a welter of tribal languages (plus, possibly, a European language) is therefore seen to depend on the inter-play of various political, economic and socio-psychological factors.*

The problems which have arisen in various parts of Africa as the result of "competition" between tribal and trade languages are familiar to all those who have been in touch with the rapidly evolving linguistic developments in present-day Africa. However, there are two areas in West Africa which present striking illustrations of what occurs when many languages meet and when modern concepts of nationalism add political overtones to the underlying ethnolinguistic difficulties.

#### *Development of Kituba*

In the southwest part of the Belgian Congo, Kituba, the generally despised step-child of Kikongo, has developed into a full-fledged language without people fully realizing it. When white traders, explorers, and settlers first came to the lower Congo, a pidgin form of Kikongo was used as the principal means of communication between whites and Africans. To what extent some much simplified form of Kikongo had been previously

used in inter-tribal communication, we do not know, but it is certain that within a short time a more or less standard form of simple Kikongo arose in the lower Congo, and, under the names of Kituba, Kibulamatadi, Simple Kikongo and Commercial Kikongo, gained wide acceptance.

It must not be thought that this highly-simplified form of the elaborate Kikongo language reflects solely the corruptions introduced by whites. It is not uncommon for aboriginal peoples to use a grammatically reduced form of their own language in speaking to foreigners since they readily sense the linguistic difficulties which most foreigners have.

Though for the most part missionaries in the lower Congo look down upon "the corrupted form" of Kikongo and usually refuse to have anything to do with it, government officials, traders, and planters used Kituba almost exclusively. Accordingly, this pidgin language became the vehicle of practically all official communication and was exclusively used in the growing commer-

\* Dr Eugene A. Nida, formerly Professor of Linguistics in the Summer Institute of Linguistics, is Secretary for Translations with the American Bible Society. He is the

author of a number of well-known works on linguistics and Bible translation.

cial centers where it soon acquired an important use in inter-tribal communication. In the large plantations and factories where numerous tribes-people came together, the Kituba language became an even more useful means of inter-tribal communication. It could be learned quickly for the system of concords had been drastically reduced, and the verbs had very few affixes. What is more, the complex tonal patterns of Kikongo had been lost, and a stress system had taken its place.

There is no denying the fact that for the communication of more complex ideas and concepts Kituba has been an awkward instrument, but for the immediate purposes of government and business, it has served very well. In areas where the tribal Kikongo was spoken, it is quite understandable that missionaries should have rejected the use of a pidgin dialect which seemed to them like so much baby talk. However, as the Kituba language spread up along the Kasai River and down the Kwango and became entrenched in certain strategic centers such as Leverville and Kikwit, it attracted the attention of missionaries who were only too glad to find some means of communicating (however poorly) among the numerous small tribal groups in the Kwango. The American Mennonite Brethren took the lead in publishing in Kituba, which they called Kikwango, and put out through the years more than 50 books and pamphlets with a combined circulation of well over 200,000 copies.

In the meantime, Kituba had spread rapidly throughout the region of the lower Congo from Mitadi toward the north to Leopoldville where it came into competition with Lingala, another trade language. It spread west and south and has been almost unimpeded in its advance toward the province of Kasai where it has again met a competing trade language, the Chiluba. At the present time it is estimated that fully 2,000,000 people in the Belgian Congo speak Kituba. However, Kituba has found acceptance not only in the Belgian Congo but also in French Equatorial Africa where there are an estimated one million speakers.

It must not be imagined that Kituba is completely uniform over the entire area in which it is spoken. Quite naturally there are numerous local develop-

ments, but despite these differences, which should be systematically studied, the speakers of Kituba are able to communicate with each other with remarkable facility.

#### *The Crisis Stage in Trade Language Development*

However, despite the wide usage of a trade language such as Kituba this type of language may remain relatively static and defective as long as it is used only as a second language and for communication in culturally limited contexts. Furthermore, with changing economic and social patterns such a second language may die out almost as quickly as it arises. The crisis point in the development of any trade language is the stage at which it may become the only language for a considerable number of speakers. This is precisely what has happened with Kituba. In such centers as Leopoldville, Leverville, and Kikwit, there are thousands of people who no longer speak any tribal language, and there are many more who can converse more fluently in Kituba than in the tribal language which they used more extensively at an earlier period.

Once a language has passed the crisis stage in its development, it is not only assured of a greater permanence, but the elaboration of vocabulary and structure accelerates rapidly. People always discover ways of talking about all their interests, activities, and relationships; and in any culture, these are both extensive and complex. Accordingly, any language which constitutes the sole or principal means of communication of any people soon becomes a fully adequate means of expression - a language in the fullest sense of the term.

Kituba is now acquiring vocabulary at an amazing rate and is elaborating its morphological and syntactic structure by the addition of more noun classes and greater complexity in the verb expressions. It is now used by government in the publication of such books as guides for chauffeurs and is regularly heard in broadcasts from Leopoldville. Because of the vital role of Kituba as a practical, functional speech of the people, it has become, despite its despised beginning as a deficient, pidgin tongue, one of the significant media of communication in present-day West Africa.

One of the important sidelights in this development is provided by what is happening in one of the missions in the Kwango region which has employed the tribal Kikongo in its school system despite the fact that the students coming to the school speak a variety of languages which are mutually unintelligible with Kikongo. It is quite understandable that the mission has sought to use Kikongo, for that is the language of the region where the mission began its work in Congo and from which a high percentage of its leadership continues to come. Moreover, a single language simplifies many problems in the educational program and certainly facilitates the exchange of missionary and African personnel. However, despite the fact that the students in the schools do very well in learning Kikongo and use it exclusively in the classroom, nevertheless most of the students speak Kituba in the dormitories. In general it is found that upon graduating the students can express themselves in Kituba much more readily than in Kikongo. That is to say, the language which people learn in the real-life situation of the dormitory eventually wins out over the language of the classroom.

#### *History of Bulu as a Trade Language*

In order to avoid having a distorted picture of contemporary developments in Africa as respects trade and tribal languages, the developments in Kituba must be viewed over against a contrastive situation in the French Cameroun. The American Presbyterian Mission working in the central part of the Cameroun has from the beginning of its work concentrated on the almost exclusive use of Bulu.<sup>1</sup> Bulu is an important tribal language in which the Bible and a number of text books have been translated and in which all the educational work and most of the evangelistic endeavours by the missionaries have been undertaken though within the last few years some educational work has been undertaken in French.

The mission has succeeded very well in establishing an extensive vernacular school system

<sup>1</sup> In a portion of the field taken over from a German mission, they have employed Bassa, a language which earlier missionaries had already used.

using Bulu throughout an area where there are quite different languages, for example, Kaka, Maka, Njem, Bajue, and Ngumba. Because of a great desire for education and as a result of the rather unusual gifts which most Africans have for learning foreign languages, most of the tribal peoples were quite content to learn and use Bulu. A notable exception to this fact is the defection of the Ngumba people who seceded from the Presbyterian church and founded their own independent organization as a result of conflict over the issue of language. The Ngumba people insisted that they should have the Scriptures in their own language, but the mission at that time would not agree to such a policy.

Nevertheless, despite some differences of feeling with regard to tribal languages the use of Bulu was quite effective and served a useful purpose in unifying the church and simplifying the problem of textbook production in a multilingual situation.

#### *Upsetting Factors*

The favourable circumstances which made it possible to use Bulu as a kind of trade language have been, however, rudely upset by significant changes in the social-political developments. In the first place, the French language has acquired more and more importance as the language of cultural prestige and means of economic improvement. Moreover, the rich resources of the French language are entirely beyond anything which Bulu could provide. Accordingly, the Africans, Bulus as well as others, began demanding French schools rather than vernacular schools. Little by little the importance of Bulu has waned.

Another contributing factor to the diminishing prestige of Bulu is the fact that the related and competing dialect of Yaounde is somewhat more widely used in business and trading than Bulu. The fact that the city of Yaounde is the administrative and commercial focus of the central part of the Cameroun assures the Yaounde dialect of a wider acceptance as a purely trade language. However, the reaction against Bulu is not due solely, nor even primarily, to the competition of French or the dialect of Yaounde. It stems from a more fundamental socio-psychological phenomena, the

rising ethnic self-consciousness as a result of growing nationalistic aspirations.

It may seem rather contradictory to say that nationalism, which is primarily a unifying process, should give rise to certain aspects of tribalism, which involve increased diversity. However, nationalism is not only a process of unification, but of ethnic self-consciousness. This self-awareness can rarely be restricted to purely national proportions; in fact, a very common starting point for such ethnic awareness is the local group which is the only constituency which counts for the average individual. This means that intimately related to nationalism are the factors of tribal distinctiveness which become increasingly more important.

One result of tribal ethnic self-consciousness in the French Cameroun has been the increased opposition to Bulu. People speaking such languages as Kaka, Maka, Njem, Bajue, and Beti are more and more dissatisfied with Bulu being taught in the vernacular schools. These people insist that their own languages are every bit as good as Bulu. If they are to have vernacular schools, why not in

their own language? Likewise there is keen interest on the part of many in having some of the Scriptures in their own languages. They want to use their own language and French rather than an indigenous trade language. It is quite true that many of these attitudes are not clearly formulated nor have they been widely expounded, but they represent a broad segment of "feeling".

While on the one hand, as in the Congo, circumstances may lead to the development and extension of a trade language such as Kituba, there are other situations, as in the Cameroun, which result in the diminishing influence of a language which has served a useful inter-tribal function but which must eventually give way to competing tribal languages and French. For Africa as a whole, it is true that trade languages are growing rapidly as population mobility and concentration increases, but it is equally true that tribal languages have in many instances acquired new importance for the people who are becoming more fully aware of their distinctive cultural heritage, best symbolized in their own mother tongue.

# MATURITY AND MARRIAGE AMONG THE NORTHERN BASUKUMA OF TANGANYIKA

R. E. S. TANNER

## PART II

### 6. THE WEDDING

There is no fixed season for marriages but the astute father would probably do his best to have his daughter's wedding at the beginning of or during the cultivation season so that he would have the labour of his son-in-law to help fill the family's granary for the coming year. There is no divination carried out to find a suitable date for a wedding.

After the bride-price has been handed over to the bride's father, the man will go to her father in order to find out the date for his friends and himself to come and build the marriage hut. The wedding house is built of any wood by the friends of the man in about two days or so of communal effort, for which the girl's father will provide food and possibly a goat (*mbuli ya bakwilima*). Once the marriage house has been built and the girl's family have their preparations well in hand, the bride's father will send a messenger to the man's father announcing the date of the marriage.

The day before the wedding the father of the girl (*isebuko wa ng'winga*) and her mother (*nina buko wa ng'winga*) start to prepare the food for the wedding feast. The bride (*ntolwa*) goes round to invite her girl friends (*boja* or *bazubiji*) and the groom (*ntoji*) does the same to his male acquaintances (*bashindikiji* or *bageni ga ng'winga*). There are no limits to the number of young men and girls who may be invited, nor is there any necessity to have them invited in equal numbers. The father of the groom (*isebuko wa nkwilima*) and his mother (*nina buko wa nkwilima*) do not attend the wedding at all and possibly this is a survival of the days when each family group was a separate entity and the loss of one of their able-bodied men

to a neighbour would be the occasion for sorrow rather than rejoicing. All in all, the marriage feast is a celebration for young people in which no one of mature age takes part, since even the mother and father of the girl in whose house the feast takes place eat separately and do no more than supervise the cooking, although the father may have a few cronies in to eat on one side because he has the food available.

Another reason for the absence of the groom's parents is that the man might not succeed in having intercourse with the girl on the first night and the resultant ribaldry would bring shame on them, but normally they will come on a visit some time after the wedding feast is finished.

It is one of the most interesting points of the Sukuma marriage that the couple who are marrying are of relatively subordinate importance, and that the real substantive formalities take place between groups of elders from both families, for whose behaviour there is a relatively complex set of rules. No clearer proof can be given than this to show that their marriage is still largely a civil contract between parties who, in the past, may well have been mutually antagonistic and who still recognize that the loss or gain of an able-bodied person to a family group is not a matter to be lightly settled by young people who are not yet fully aware of their community responsibilities. Normally, once the date for the marriage has been fixed, it will not be postponed except when the bride or groom are unexpectedly sick or if the girl has misjudged the date of her menstruation, or possibly if there has been some mishap with the food for the marriage feast.

The bride and her friends will arrive very early

and start preparing the food under the direction of the bride's mother, and when everything is in a fair state of preparedness they will start to prepare themselves. The groom and his friends will not arrive (*kushika kwa nkwilima*) until after nightfall, as it is forbidden to arrive during daylight, and when they get near the compound, a man from another household who may be of the same family and who has been made host (*-nisha*) for the men guests, goes out to greet them and to take their sticks (*kwanukula*).

The fact that the men customarily arrive after dark and are formally relieved of their sticks shows that there may be a suggestion of shame about the idea of the marriage itself, which is absent from the antecedents to the marriage when the bride-price is being settled, and also that the rather tricky matter of an alliance between two possibly antagonistic families must not be upset by a quarrel between young men, which would be made all the worse if they were allowed to retain their arms during the festivities.

This giving up of sticks prior to any formal gathering and the manner in which sticks are put down on the ground before any greetings are made, shows very clearly that the uneasy peace of the past was delicately balanced and that such formalities prevented both treachery and fighting in the compound. Such affairs would have upset the community far more than the normal formalized warfare.

The groom and his friends first greet the bride's father at the compound fire (*kikome*), and then her mother where she is sitting at the doorway (*ha nyango*) of her house, before going to sit down and gossip in the marriage hut (*numba ya maji*). While they have been making their greetings, the food has been heated up and the bride's friends, but not the bride, take it across to the men where they are conversing with their official host. The girls then go and eat with the bride and her mother before returning to clear away the utensils. No food of special significance or medicines are taken during this meal by either the bride or the groom, except that a goat (*ikubi ly a bakwilima*) is usually eaten.

Just as the male guests have an official entertainer,

so do the women have someone (*nkana numba*) who is specially chosen from another household to see to their wants; in addition there is a man (*mtoneji*) who sees that the male guests do not misbehave during their visit.

When the food of the marriage feast is finished, the bridal bed is prepared either by the grandmother of the bride or by her sisters and friends (*ng'wambi*), and for this service they were in the past given a goat (*mbuli ya ng'wambi*) either by the bridegroom or his father, but now it is usually a present of money, probably about ten shillings.

After the meal and a pause for digestion the male guests will leave the compound to sleep in nearby houses as arranged by the official host, and the bride then leaves her mother's house accompanied by her friends and enters the marriage house where her husband is waiting. The door is then barred from within. Her friends do not sing or trill for joy when they accompany her and once she is inside they go back to spend the night in her mother's house.

Once the couple are left alone inside, the hut becomes the scene of what, to our romanticised eyes, must once have been an episode of almost fantastic disillusionment. The bride, no matter whether she is a virgin or not, has been taught to resist intercourse (*kwipondya* or *kwikoiyela*) by all the means in her power, just as the man has been tutored to use all his power to take her by force. Indeed in the past, and probably to a certain extent even now, considerable brutality must have occurred, though it was not entirely one-sided. These days the wedding night seems to be the occasion for little other than forceful crudities. The bride will most probably remain fully clothed and even go to the extent of binding her thighs with cloth (*lubinda*) as a means of defeating the groom. If the couple have previously had intercourse, there is no struggle on the wedding night; but the girl of course will struggle even if she has been previously known by other men but not by her husband. It used to be the custom, if the first night was successful, for the man to come out in the morning wearing the girl's clothes and *vice-versa*.

The men friends return early in the morning to find out what has happened during the night and

whether the girl has been slept with, and when they hear that the marriage has been consummated, they go once again into the marriage house after greeting the bride's father and mother, and have their morning's food, which has no special significance, prior to killing and cutting up the bull of consummation. When this has been done they return to the compound to be washed down by the girls (*koja bakwilima*); this occurs in the marriage house, or, if it is not big enough, in a specially prepared grass enclosure nearby.

The girls, but not the bride, bring pots of water and the men, including the groom, strip completely and have their backs rubbed down by the girls and cattle fat or ground-nut oil put on afterwards. A man slow to undress will be vigorously splashed by the girls to make him hurry up. As soon as they are dressed again, they go off to cultivate or to collect thatching grass, or to do some other work as directed by the bride's father, until midday when they return to the compound for the midday meal (*kwikula*). When they have finished they are again washed down by the girls and spend the afternoon together, singing and playing about. There are no particular wedding songs.

Towards evening the girls go off to fetch water and the men have their evening meal (*kulagila*) before being washed down again by the girls and rubbed with oil. Surprising as it may seem, many elders were emphatic that nothing untoward occurs in this bathing, although the men are stark naked and the girls closely attendant upon them; this indeed may be so, but all in all it can not be other than a very stimulating occasion which gives promise of future pleasures not directly specified in the discussion.

However, if the man has not succeeded in having intercourse with the girl because of impotence (*malando ga gishiwa kale*), the guests without more ado will go back to their homes until they get the news that he has been cured, when they will return for the wedding to be properly consummated and the feast held. Again the man may not have had intercourse with her because the girl has been too strong and stubborn, and he will be roundly abused and derided in public by his friends during the following day, during which

they will just sit about and eat but refuse to work, which they would have done without question had the marriage been consummated.

On the second night the hut used to be surrounded by this groom's friends (*bakungiji*) calling to him to use force to take her, and the friends of the girl telling her to keep up her resistance, but nowadays the men go away to sleep nearby as before, leaving behind a few who sit quietly outside the house, listening intently to what is going on within, and once they have heard to their satisfaction that the man has succeeded in his endeavours, they go off to tell their fellows and the marriage feast continues as if there had been no delay. No matter what happens during the night, the bride will leave the bridal hut before dawn and go into her mother's house; if she acknowledges that she has been taken (*kutolwa*) her mother will give the word and the bull of celebration (*ng'ombe ya itono*) for the first intercourse will be killed.

There is always a formalized question (*wabachaga*) passed round the household as to whether the man has succeeded in having intercourse with the girl. If all is well, this question receives a formalized answer (*walegaga*).

In the rare event of the girl being able to prove that she was a virgin, there will be additional feasting and the cow (*ngombe ya bundi*) of defloration (*kutandukija*) will be killed, but this is an infrequent celebration these days. It is an event of great happiness in the family for the bride to be proved a virgin on her wedding night, as it shows that her mother has been a good guardian and the girl dutiful. For her it would seem to be a matter of pride rather than of actual advantage; although before marriage it is very much to her advantage, as it increases her chances of an early and satisfactory marriage should she earn a reputation as a virgin, regardless of whether she is of pleasing appearance or not. It is a sad reflection on the decay of customary restraints that girls who are virgins at marriage are rare, perhaps even to the extent of being apocryphal.

At this feast for the consummated marriage, the genitals of the bull are put into the men's pot of meat and the groom will be required by custom to

eat them in order to give him potency and stamina in his married life. The head is cooked last, as a pleasant way of saying that the celebrations are over and it is time for everyone to go home, but the bride-groom's friends are allowed to go off with the hind legs, a part of the haunch, and the throat. In other areas the bull of consummation is distributed in a different way, with the stomach and neck going to the women, the wall of the stomach going to the boys, and possibly a leg to the house owner who provided the bull, while the rest goes to the groom and his guests.

When the men are leaving, the girls collect the sticks and accompany them for a little way before giving them their sticks and saying goodbye.

It is suggested that the marriage is an accomplished fact, not when the first intercourse has taken place, but when the father of the bride, with the agreement of her mother, says that the bull of consummation should be slaughtered; this is supported by the fact that the hide of her bed (*lulili* or *bulili*), which remains the property of the bride all her life, even if she is divorced, is not that on which the couple first have intercourse, but that of the bull of consummation.

young, with only one guest coming from each side. There is no difference in the bride-price for a subsidiary wife, provided that other qualifications are equal. The man still stays with his father-in-law until he is given leave or the bride-price is paid, dividing his time between there and the house of his first wife. It thus follows that the man with more than one wife is progressively less subordinate to his successive fathers-in-law.

A male goat (*mbuli ya nkima ntale*, *bukichagwa* or *bukaji igulu*) must be given by the man to his first wife when he marries a second, or to his second wife should he marry a third, *et sequentes*. If the man should fail to give this goat and come to sleep with the next senior wife, he would be made to sleep on the floor or on another bed. This goat is either killed or kept and there are no special customs for its disposal. The purpose of this gift is to remove symbolically any uncleanliness that remains on the husband after intercourse with his new wife.

In all customary affairs the first wife (*nkima ntale*) has precedence over a second or subsequent wife (*nkima nigini* or *nkima ndo*), just as their respective children are formally called senior (*ba numba nhale*) and junior (*ba numba ndo*) offspring. The order of precedence remains the same even if the senior wife produces no children and the second wife several. Each wife has her own household, which she maintains independently, and she helps with another's household only in case of sickness.

If the first wife dies, the second wife will not take over her house and position unless her husband marries another wife who is subordinate to her. If a man is near to death, he will be carried into his first wife's house to die, and should he die away from home, the body will be brought back for burial in the compound of the first wife. Offerings to the spirits to help the family (*kwitongereja*) can only be made by the husband with the first wife, and not with the second unless the first wife has been divorced or is dead. The various materials for spirit worship (*shitongereja*) are kept exclusively in the house of the first wife and are not moved to the house of another wife even if the husband goes to live there for six months. In his

## 7. MARRIAGE OF A SECOND AND ADDITIONAL WIVES

### (*Kutola mhali*, *kukwoja bugali* or *kupalika*)

The reasons for polygamy in an agricultural community are rarely if ever ascribed to concupiscence pure and simple, and are given as a means of increasing children and for getting more work done, as well as to act as a reserve should one wife leave, or to have someone working at home when the husband and another wife are away visiting.

The normal formalities are observed for arranging and concluding an additional marriage, except that the marriage feast might well be a more sober and restrained occasion if the man is no longer

dealings with his wives the husband must divide up his time equally between them or there will be trouble in his household.

Although polygamy is apt to feature large in the eyes of the investigator, out of 97 married men only 15 had two wives, and one, an old and respected headman, had three, so that it is not a prominent feature of present day life.

8. MARRIAGE OF A WOMAN  
WHO HAS HAD CHILDREN  
BY A PREVIOUS MARRIAGE

(*kutola nkima alina bana bakwe*)

If there is a marriage wherein the woman has had children by a previous marriage that ended in death or divorce, a ceremony must be performed so that the man may sleep with the woman. This ceremony frees the couple from any influences occasioned by the children of the previous marriage. No ceremony is performed if the *man* has had children by a previous marriage that has ended thus. A goat (*mbuli ya kwinja bana hagati*) is provided by the man marrying the woman, and if her previous husband has died it is taken to the dead man's family and killed there. If she has been divorced, the goat is taken to the house of the man who has divorced her and killed there. After it has been killed at the entrance to the compound, the blood and dung are actually spilt out in the doorway and the children of the previous marriage pass out of the compound, walking through the mixture. This ceremony of course applies only to legitimate children of the woman. The marriage itself is then carried out in the usual way, but in some places this ceremony is carried out after the marriage.

9. MARRIAGE OF A WIDOW

(*Nshimbe nchilwa*) or *widower (nchilwa)*

Both widow and widower after the deaths of their spouses remain under a taboo which does not allow them to marry again until the taboo has been removed by a special ceremony. This taboo, and indeed all the taboos which involve the birth of twins, breach presentation at birth, and upper teeth growing first, etc., are described as a form

of fever (*nsebu*), and this same word is used to describe a man suffering from fever which has no spiritual origin.

If the widow or widower do not perform the special ceremony for the removal of this spiritual infection, the couple in their marriage will be affected by poor rains on their fields, sickness and the like. The deceased's relatives provide a goat (*mbuli ya kwegeja*) which is male if it was a man that died, and female if it was a woman, and it is killed by a blow on the head with a club (*kutulwa luhili ku ntwe*). It is considered that if the goat were to be killed with a knife as is the normal method it would show that the deceased was killed with a knife, so in order to avoid the inference that the deceased died from foul play the goat is despatched in a way that leaves no outward signs of how it died. The dung from the goat, mixed with some specially prepared medicines and with water, is smeared all over the head of the widow or widower (*kusunulwa na migota ya kwiyegeja*) and all the hair shaved off. The preparer of the medicines takes all the goat as payment for the medicines which he has prepared.

There is then a normal wedding in every way. The children of the first marriage will call their new parent mother or father as the case may be, and they in their turn will be differentiated (*bapina*) from any children that are born to the couple after the wedding.

This form of spiritual quarantine is not brought on by the deaths of parents or children, but if a man has married two wives and one of them dies, the husband is in quarantine until the brothers of the deceased woman bring the goat (*mbuli ya kwiyeja*), and the husband has had his head completely shaved as before. Until this is done he is debarred by custom from sleeping with his second wife.

10. MARRIAGE BY INHERITING  
DECEASED BROTHER'S WIFE

(*Kwingila*)

The wife or wives of a deceased man may be inherited by one of his brothers, provided that the women are willing. The inheritance of a wife may be described as recognition that the dead man's

family paid cattle in the bride-price for control over the wife's reproductive power, and so they are entitled to substitute a brother in order to continue the lineage. However, once the wife has been formally inherited, her new husband accepts along with her the debt of any bride-price cattle which still remain to be paid.

If the dead man was older than the brother inheriting his wife, the inherited wife will become the senior and his own original wife takes second place. Although the woman must agree to be inherited, she will be most unpopular on her return home should she refuse the opportunity and the family lose her bride-price cattle, so such an agreement should be taken more as an acknowledgment of family power, should they so require it, than of affection.

There is no marriage ceremony and no cattle are killed, but the formal handing over of the woman to the dead man's brother takes place in the presence of an elder from the man's side and another from the woman's (*basebu*). A male goat (*mbuli ya wiyeja*) is given to the widow by the man on this occasion, which is killed and divided into exactly equal parts by cutting down the middle; and each side takes a half, thus showing that both sides in the transaction are equal in the matter and that no family has pre-eminence. The blood of this goat will be rubbed on to the skin of their bed (*kwela mibili*) in order to prevent sickness in her children, a further expression of the ritual uncleanliness of widows. A cow (*ng'ombe ya kufumila*) or a goat, is given by the family of the man on the male side to the deceased's mother and her family as symbolic compensation for their loss. An additional cow (*ng'ombe ya wingila*) is given by the man and his deceased brother's father to the father of the inherited wife.

The woman remains in the house which she occupied as the deceased's wife and remains there forever unless she has some special reason to move consequent to her first husband's death, such as sickness or poor crops. The new husband will stay there for a few months before going back to his own house.

To ensure that bride-price debts will be paid, it is laid down that if the remaining cattle are not

handed over by the time that girls born after the woman has been inherited come to be married, their bride-price, to the extent of the debt, will go to the woman's parents or their heirs.

11. MARRIAGE BY ONE PARTY  
RUNNING OFF TO THE HOUSE  
OF THE OTHER

(*kupumula* or *kuhaha*)

(a) *Girl running off to the man's house (Kwigotola kuli nsumba wakwe)*

A girl may decide to run off to her lover's house with his foreknowledge, especially if she is always being given an unusual amount of work at home, or is about to be married off to someone she does not like, about which she has protested in vain, or to force the issue of being married to this particular lover over whom her father has been undecided.

On the pre-arranged day the girl (*ng'winga*) leaves her house on some excuse, taking nothing with her, and goes to the compound in which the man (*nembi*) is living. She will probably arrive in the evening and will go silently (*kuswala kaya*) into the father's house without greeting anyone, although the household will soon be told that his son's *inamorata* (*munhya*) has arrived. Even if the man himself is there he will keep quiet, and his father will probably allow him to sleep with her in the compound if he is of a liberal frame of mind, but should he feel otherwise the boy will be told to take the girl elsewhere to sleep, as, for this sort of thing to happen in the compound, might bring trouble. Next morning the girl herself asks for work at the grinding stone and, during the day, she will be given, by the boy's mother, any number of tasks at which she is obliged not to complain. After a few days hard work the boy's father will kill a goat (*mbuli ya ng'winga*, *mbuli ya ikubi lya ng'winga*) for her, as a present to show that he is not too displeased with her. The girl will probably stay there for two weeks and might well be fetched home by her relatives before then, but she will probably run off again until her father relents.

However if she is not fetched, the girl asks

permission to go home. She goes there together with a man and girl friend (*bashindikija*), and the boy himself, who will be told that the girl's father wants an end to this nonsense and a proper marriage effected. The two friends go with the couple to help explain what has occurred, and to see that they get a reasonable hearing. The boy returns to tell his father this, and will be sent back with the message that his father has a certain number of cattle available (*ng'ombe ya kwiwagwa, ng'ombe ya winga*) as bride-price and that he is prepared to have a marriage. If this announcement is accepted it is the end of the affair, and the boy remains in the girl's compound as a prospective son-in-law for a few days. Subsequently there will be a meeting of elders from the two families to prepare an ordinary marriage over this agreement, and there will be a normal marriage ceremony. The boy's father does not pay anything extra in compensation.

(b) *Man running off to girl's house (Kvisuka hali mankyा wakwe)*

This form of marriage takes place when the man comes from a poor family which, nevertheless, believes in the power of custom, and because he himself is afraid of the dangers of a straightforward elopement. He relies rather on the good sense of the girl's father in accepting the fact that his daughter wishes to marry a poor, but law-abiding man, in order to get himself accepted as her *de-facto* husband.

On the day that he has arranged with the girl, he will arrive at her father's compound after night-fall and, although seen by the men sitting round the watch fire, he will slip silently into the girl's house without greeting anyone. From this stealth the father will at once realise what is going on and sends his son to interview the stranger. The man (*nhung'wa, ng'wisuhi* or *nkwilima wa nkima*) will then make his plea, saying perhaps that he has a cow or goats (*ng'ombe* or *mbuli ya bupumula*) which he will give to the father as a sign of his good intentions. This explanation is then carried back to the father who decides then and there whether he will send the youth away or accept him into his household. If the father agrees, the man

will occupy the girl's house with the girl (*ng'wigo-toji*) as a normal son-in-law. The man's offering of a cow or goats will be driven there next day together with a bull (*ng'ombe ya sungamata*) from his father, to show that he is party to the affair and that the lad is not just philandering and to avoid ill-feeling between the two families.

In the course of time, if the man's family accumulates sufficient cattle for the bride-price and the youth wants to marry formally, he will return home and the negotiations for a wedding will start as if he had never left home.

## 12. MARRIAGE BY A COUPLE

### ELOPING TOGETHER

(*kuswesula* or *kulehya*)

A marriage by elopement is not only the last resort of a poor man whose family has no cattle for bride-price, but also that of a man whose father appears to be delaying his marriage without due reason, so that by running off with the girl he forces his father to act.

The man (*mfefuji* or *mswesuji*), by arranging with the girl (*ng'winga* or *mfefulwa*) for an elopement, also brings pressure to bear on her father, if he has not been in favour of the marriage up to that time. Although the couple who thus run away together are thereupon formally living in concubinage, it is not their intention to set up house on their own and they are rather forcing the issue in one or the other of their houses, so that they can be married in the normal way as soon as possible.

If the man is located he must pay compensation to the girl's father of one head of cattle (*ngombe ya ngwegwe* or *ng'ombe ya kupelela*), which may be either a bull or a cow, as well as a male goat (*mbuli ya wigumha mashiki*) for the girl's mother. The women from the girl's household (*bashike*) would go first to the man's father's compound to test the truth of their information that it is this man's son who has run off with their relative, and they would return with the goat if it is so; her father and a neighbour (*bajeji ba shikolo kuli nghekujii*) would come later to collect the cow or the bull.

The goat will be killed and formally divided up with the back and some ribs going to the mother, and the tongue, throat and lungs, together with the stomach wall and testicles, to the father, while the remainder is given to relatives to take home with them. There are many variations in the manner of dividing up this animal; for example, in Igalukilo, the neck goes to the young girls, and in Massanza I, the stomach wall goes to the girl's grandfather.

As soon as the eloping couple are found, some of the girl's relatives will go there and force her to come home (*kushoshiwa kaya*) with them, but if she runs away again to the same man, her family would be unlikely to bother to recover her, as is evidenced by a few couples living in concubinage who nevertheless reside near their unofficial in-laws. If the man wants to marry on getting the promise of his father's help, and he has not yet been located, he would of course return the girl to her home and start formal proceedings as if he had never known her before.

If the eloping couple decide that it would not be a good idea to get married after all and the girl returns to her house, the head of cattle paid as compensation would remain with her family and not be returned. While the eloping couple are living together the man cannot claim for adultery compensation, but the girl's father can sue for compensation should the girl become pregnant.

13. MARRIAGE IN TIME OF  
FAMINE IN ORDER TO GET  
FOOD  
(*kuhanila*)

This is an unusual form of engagement which occurred only in times of famine, and carried with it rights of cohabitation. A father with a mature daughter would take her to a household in which there was plenty of food and offer to give the daughter in marriage to the house-holder or his son for a bride-price very much below the normal amount. The girl's father would be given baskets of grain or a bull and some cows, and the girl

(*nkima wanuhanilwa*) would remain at that household to live with her new husband. After the famine was over the marriage would be formally celebrated in the normal fashion. Before this celebration of marriage the man can sue for adultery (*bushiya*), should another man misbehave with the girl, but he cannot be sued for illegitimacy compensation (*nsango*) should the girl produce a child, nor for death compensation should the girl die in childbirth (*njimu* or *njigu*).

Such an engagement largely depends on the agreement of the girl, who would normally regard it as a socially justified means of saving the family from hunger; however, once the famine is over and she has no liking for her temporary husband, she can return to her father who then returns the cattle except for the bull (*ng'ombe ya maji*) as a formal closure of the arrangement. A form of this marriage occurred in the Igalukilo sub-chiefdom of Mwanza District during the 1949 famine, and three cases were cited in which immature girls had been betrothed to men from Maswa district but who had not left their fathers' houses. The bride-prices quoted for these cases were respectively four cows; half an acre of cassava and 210s.; and two cows and five bulls. Two of these marriages were formally celebrated at the end of the famine, but the third is still the subject of lengthy litigation.

There is an additional form of marriage, based on deliberate deception, which occurs in times of famine. A husband would marry off his wife for some food (*kujinja*). Such a man would leave his own neighbourhood and go to a distant place where he would say that his wife was his sister and thus get some man to take her. The woman is usually party to this fraud and as soon as the famine is over or she has eaten all the food remaining in her temporary husband's house, she will run off back to her real husband. Such an arrangement carried with it no customs or rights.

14. COMMON-LAW MARRIAGE  
(*kutola butende*)

This form of permanent arrangement between a man and a woman, in which there has been no bride-price considered or given, can be classified

as a common law marriage, for although bride-price is absent, the union is tacitly accepted by the community and after the initial disturbance from the girl's family, attempts to disrupt it are not persevered with. Such a household (*kaya ya dalali* or *kaya ya butende*) is formed by agreement by the man and woman concerned alone and is distinguished by its customary name from all other households in the community.

It is essentially an arrangement for poor people who see no possibility of ever being able to pay bride-price, and in this it differs from the various forms of eloping which in no way preclude the early payment of bride-price. The girl (*nkima wa dalali*) will go straight off with the man (*watolela dalali* or *nkwilima wa nkima*) to where the two intend to build their house, probably without telling the girl's father or visiting either of their homes, in order to protect their respective families from the inevitable legislation which would result if they were thought to have connived at what the couple intended to do. The girl will go round collecting household equipment while the man starts making their house. If their whereabouts are discovered, her relatives may come and fetch her home by force (*kubalajijiwa ikaya*), and in olden times if she persisted in running off her father would warn her that if she went again she would be drowned.

The man cannot sue for adultery if the girl misbehaves, and he can be sued for illegitimacy compensation (*nsango*), etc., for every child born under the arrangement, and should the couple separate the children will be taken to live in the girl's father's household. However, if the arrangement continues the man has the right to all the work they do in his household. When the children grow up, the fact that their parents living together has no social recognition, is clearly shown as the bride-price received for any girl goes to her maternal grandfather (*janukulwa na gukuye*), and the bride-price for the wife of any son is also paid by his grandfather (*wakwelelejiwe na gukuye*). The children of concubinage, (*ba nda ya bu*), literally children of conceptions in the bush, entail such social disadvantages that they become a force for discouraging such liaisons.

There is nothing to prevent the liaison being turned into a marriage (*kulondeja kukwa*), and the man thus marrying (*nlondeji*) has no extra penalty to pay because he has shown his obedience to custom in effecting a marriage at the earliest opportunity. If the man obtains some cattle and is in a position to formalize the marriage, he tells his father who starts negotiations for the marriage as if it was an entirely new affair and there had been no concubinage. The only differences will be the absence of the struggle on the wedding night, and that his service to his father-in-law will probably be the purely nominal one of staying at his house for a week or so following the wedding.

However, should the girl have given birth during the period of concubinage, these children will not automatically become the property of the man from the time the marriage is formalized, and he would have to give further cattle (*ng'ombe ja bana*) over and above the bride-price in order to obtain possession of them under customary law; the cattle would vary from a bull and three cows for a girl, to a bull and a cow for a boy.

In the eyes of the community, if a couple live together in concubinage the main fault lies with the woman and it is she who has shown more disrespect to her parents than the man. Most elders allege that concubinage is on the increase but a check of a number of parishes shows that only 0.25 per cent of the tax-paying population in inland areas, and 7.5 per cent on the lake-shore, have taken concubines. There is no special arrangement for an old couple who have lived in concubinage for many years to regularize their position, and they must go through the whole marriage procedure should they wish to do so.

#### 15. AFTER THE WEDDING

In the evenings there is singing and dancing in which the groom takes part while the girl dozes in her mother's house until the men have gone off again to their sleeping quarters and she is able to return to her husband. This same procedure lasts until the guests depart, after the four or so days of the wedding feast.

After the first successful night (*lushiku lwa kuto*) the groom eats with his friends, and the girl with her friends, until the end of the marriage feast, after which she will eat with her mother and the other women of the household. There is no formal segregation of the bride at any time. The man then eats either with members of his bride's family of about the same age, but not with his father-in-law; or together with his wife in their own small house (*kulya na nke*) in which their marriage was first consummated. The latter appears to be an attractive custom made so that the married couple can become thoroughly acquainted, but it may also be because the man has not yet been received into a state of familiarity (*kwipugula* or *kwimela*) with his father-in-law, and, there being no other men in the kraal, possibly this is the only alternative to being completely isolated.

This may go on for about a week until at one meal time the man will appear on one side of the eating place and sit down alone; his father-in-law will invite him to eat but he will refuse (*kusanja makono na nkwilima* or *kusanja makono na so buko*). The father-in-law would then give him, in the old days, an arrow (*isonga ya kulasila*), or nowadays a small gift of money, and the man would then start eating. The groom has now been accepted into the family as a son-in-law, as the arrow probably signifies that the man is no longer regarded as a potential enemy but as one of the defenders of his new relatives. The reluctance to join in the eating is said by some elders to show that the man is not greedy and cannot therefore be likened to a pig. There is no other formality to show that the son-in-law has been accepted. However, in some places there is an exchange of arrows.

The son-in-law who turns out to be of no use to his new family is an object of popular ridicule, as indeed is his father-in-law, who agreed to his marriage with the daughter of the house.<sup>1</sup>

After the marriage neither of the couple will eat vegetables, and the bride will be particularly careful, as indeed all young women are, not to eat

chicken as that bird's wandering and somewhat dissolute habits are thought to enter into the person eating the flesh.

During the marriage feast an interesting but rough game is played (*kupala fugo*) between a few of the men and women attending as guests, but not by the bride or groom. At a pre-arranged mealtime, after the food has been eaten and the pots returned to the women for cleaning, two or three of the girls take the encrusted ash from the outside of the pots, mix it with oil and smear it all over their faces. Then two or three of the men who are also chosen for their strength, as have been the women, return to clean the pots. When they get inside the hut the girls try to force one of the men onto the bed of the mother-in-law, which the other men try and prevent. If a man is forced onto the bed, he is made to pay a fine for being improper.

About a month or so after the wedding the girl will go with her husband and a few girl friends to visit her in-laws (*kubumana kaya*). The man might take along a companion as well. The party will arrive in the evening and after eating and sleeping the night, the women will go off with pots to fetch the day's water, and on their return one of the pots will be deliberately upset and broken (*kumala ngilo*). This is done so that the bride at a later date will not have the bad luck to upset her in-laws by breaking a pot by accident. This pot breaking is not in the nature of a taboo, but rather in the nature of a superstition to avoid bad luck which the girl can believe or disbelieve as she sees fit.

Living with the father-in-law (*kuzugilwa* or *kuhedekekwa*) is a firm feature of married life in the countryside and only loses its power when the son-in-law has employment elsewhere as a clerk or lives in a town as a trader. Of the 116 current marriages, 54 or 47 per cent of the couples had lived more than three years of their married life in the households of their fathers-in-law on the girls' side, which is a very considerable time for these men to be economically subordinate to their in-laws. At the time of questioning, 28 couples were thus domiciled, although a further 51 couples had left their fathers-in-law's compounds

<sup>1</sup> *Ng'wana kahi akalala ha mambo* (The owner of the bed sleeps on the sticks).

to live by themselves, without the completion of the bride-price payments.

The son-in-law, while he is living in the compound of the girl's father, has no particular duties and is not given any arduous tasks to test his character; he is treated and behaves as a son of the house. Between a month and a year after the marriage has taken place, when there is sufficient food in the house, his mother-in-law brews up a special pot of beer (*bupinda mbele* or *butula nzoka*) for the man and his friends, as a sign that he has been accepted by her as a true son to her. This is a stage in the breaking down of the avoidance rules between the man and his mother-in-law which allows him to enter her house to fetch something should it be required, whereas before this would

have been entirely forbidden. There is, however, no relaxation in the avoidance of using each others names directly.

This technique of avoidance is carried on throughout the marriage feast, so that even the father of the girl will not be much in evidence there, but will keep to himself with a few cronies; certainly if the girl is taking part in the dancing, or indeed in any dances before or after marriage, her father will not attend. So also if the groom is dancing, his father will certainly not be present. It seems that the idea of shame is very closely connected by these people with any activity of the younger generation that is not linked directly with the ceremonial presence of their elders.

## APPENDIX

### CHART TO SHOW THE STAGES IN A NORMAL MARRIAGE

<i>Boy</i>	<i>Girl</i>	<i>Boy's family</i>	<i>Girl's family</i>
2. Boy visits house near to girl and makes an excuse to see her.		1. Father told by son that he wants to marry. Father gives permission if he has enough cattle.	
4. Boy and girl meet for second time, each accompanied by a friend, and they agree to marry.	5. Girl leaves <i>maji</i> and goes to sleep at home.	3. Family of boy enquire if there are any obstructions.	
		Father informed of intended marriage.	Mother informed of daughter's intention to get married and tells father.
		6. Elders of boy go to girl's family to ask for a marriage.	6. Family of girl enquires if there are any obstructions.

<i>Boy</i>	<i>Girl</i>	<i>Boy's family</i>	<i>Girl's family</i>
		8. Elders of boy go to girl's house to meet elders of girl's family for bride-price agreement and the cattle are driven home.	
9. Boy goes to girl's family for permission to build wedding house.			10. After building of house, girl's father tells boy date of marriage.
		Parents do NOT come to marriage feast.	11. Marriage feast, which lasts for several days in girl's father's house.
12. Consummation of marriage.			
13. Until end of feast eats with men friends.	Until end of feast eats with girl friends.		
14. Eats with male in-laws of same age for about a week.	Eats with mother in own family or with husband for a week or so.		
15. Eats with father-in-law after ceremony of acceptance into his family.			

## SOME SOUTH AFRICAN LANGUAGE PIONEERS OF THE NINETEENTH CENTURY

S. A. ROCHLIN \*

### SYNOPSIS

Several additions may be made to Doke's and Schapera's compilations of the works of the early investigators of Bantu and Hottentot languages. These include American and Italian contributions and, in particular, the Rev. W. Elliott's article on Hottentot in 1845, in which he emphasized the absence of any relationship between Bantu languages and Hottentot and suggested the common origin of Hottentot and Chinese.

The object of this paper is to draw attention to the linguistic studies of certain 19th Century pioneer students of the Hottentot and Bantu tongues, for example the Rev. William Elliott, E. B. Watermeyer, and Giacomo de Gregorio, whose efforts as such are not recorded in Prof. C. M. Doke's "Bantu Language Pioneers of the Nineteenth Century" (*Bantu Studies*, 14, 3, September, 1940), *Bantu: Modern Grammatical, Phonetical and Lexicographical Studies since 1860* (International African Institute, London, 1945), *The Southern Bantu Languages* (International African Institute, London, 1954), nor in Prof. I. Schapera's *Select Bibliography of South African Native Life and Problems* (Oxford, 1941).

Of the Rev. William Elliott (to whom Prof. Doke alludes in *Bantu Studies*, 14, 3, 1940, p. 215, and in *Bantu: Modern Studies since 1860*, p. 65), I discovered a hitherto unrecorded letter on the "Origin of the Hottentot Language."<sup>1</sup> Mr. Elliott, who in the mid-1840's resided at Uitenhage, addressed this letter to the Editor of the *Eastern Province Herald* (Port Elizabeth), and it appeared therein on May 7, 1845:

"Great men can commit great blunders. One

\* Mr. S. A. Rochlin, of Johannesburg, has published a number of papers on various aspects of South African history.

<sup>1</sup> [It should be borne in mind that in the works referred to, Prof. Doke was concerned primarily with writings on Bantu, and not Hottentot. *Ed.*]

<sup>2</sup> A writer in the *Penny Cyclopaedia*, speaking of the Troglodytae, a barbarous people described by Pliny and other ancient writers, as occupying the countries to

of the most distinguished writers of the present day, in his classification of the languages of the earth, has strangely confounded the Hottentot with the Kaffir language. Having always understood that these languages bear little or no resemblance to each other, I determined to satisfy myself as to the fact, by instituting an inquiry into the Hottentot language. I formed a list of a few hundred of such words as I supposed must have their representatives in every spoken language. I employed one of the most intelligent old Hottentots I could meet with to give me the corresponding Hottentot words. I then consulted a number of other Hottentots, and erased from my list every word that was not verified by several competent witnesses. Besides the dental, palatal, and lateral clicks which obtain in the Kaffir language (and which in all probability, have been derived from the Hottentot), I found in this extraordinary language several other clicks, besides a variety of nasal, gutteral and pectoral sounds, some of which would defy all description, and baffle every attempt at imitation. I can scarcely conceive of the language of the Troglodytes<sup>2</sup> being more harsh, uncouth and barbarous. Having, with the aid of a set of

the West of the Arabian Gulf, remarks: "The accounts of the almost mere animal life of the 'Boshiesmen' in South Africa, by Thunberg and others, correspond in some particulars with those related of the Troglodytae." Perhaps some of your readers will be disposed to improve on the conjecture of Mr. Moffat, that the cradle of the Hottentot nation is to be sought for in the N.E. of Africa, by giving the Hottentots a Troglodyte origin!

arbitrary signs, arranged an alphabet suited to the exhibition of the language, and transcribed several times my list of nouns and verbs, to make myself tolerably familiar with them, I proceeded, with the assistance of my Hottentot instructors, to the arrangement of such sentences as would serve to illustrate the government and relations of the various parts of speech, and to discover any laws of inflection (*sic*) that might obtain in this language. I soon ascertained that, with the exception of some of the clicks, and a few accidental words, there is not the remotest resemblance between the Hottentot and Kaffir languages. The Hottentot is a decidedly monosyllabic language. The Kaffir contains remarkably few monosyllabic words. The Hottentot shews not the slightest trace of those euphonic relations of the different parts of a sentence, which form the most striking characteristic of the Kaffir language. The form and arrangement of the pronouns in the two languages are perfectly different. The Kaffir verbs are conjugated by means of inseparable pronouns, which are uniformly prefixed. In the Hottentot the pronouns exist only in a separate form, and their position is arbitrary. The cardinal numbers, an important test of the analogy of languages, bear no resemblance whatever in the two languages.

"The object of my inquiry was now obtained. I was convinced that the distinguished author to whom I have referred has, through inadvertency, or want of specific information, in confounding the Hottentot with the Kaffir language, fallen into one of those errors, into which the most cautious and judicious writers can be betrayed.

"The questions now naturally proposed themselves to me, what is the origin of the Hottentot language? Is the same language, or any cognate language, spoken in any other part of the world? It now occurred to me that some twenty years ago, Dr. Morrison<sup>1</sup> was so much struck with the personal resemblance of the Hottentots to the Chinese (a resemblance which has been

noted by some of the most distinguished travellers in South Africa) that he gave me a list of words, and begged me to procure for him the corresponding words in Hottentot. I had not the opportunity of satisfying his curiosity at the time, and the subject escaped from my memory. Thinking now that it was not beyond the bounds of possibility, that some analogy might subsist between the Hottentot and Chinese languages, I obtained a work from a friend, containing a Chinese vocabulary, and some remarks on the structure of the Chinese language. On opening the book I was struck with the obvious resemblance in the *appearance* of the two languages. Any person unacquainted with them, comparing the two vocabularies, would immediately conclude that they were of the same language. There was the same proportionate occurrence of letters, the same remarkable combination of letters, the same monosyllabic forms. On examining the Chinese vocabulary more closely, I found several words precisely the same as the corresponding Hottentot words, as:

kwo	.	.	.	.	.	.	a bone,
muh	.	.	.	.	.	.	the eye,
tu	.	.	.	.	.	.	the ground,
ta	.	.	.	.	.	.	great,
siao	.	.	.	.	.	.	little;

besides several others, which had so near a resemblance to the Hottentot as to suggest the probability that the difference was rather in the orthography than in the sound of the words.

"From the result of this inquiry I can scarcely entertain a doubt of the Mongolian origin of the Hottentot nation, and it is gratifying to me to perceive from the interesting researches of my esteemed friend, the Rev. T. Arbousset, among the Aboriginal Tribes of South Africa, lately published at Paris, that that enterprising missionary has, on other grounds, arrived at the same conclusion. The question, How did the ancestors of this people find their way to South

<sup>1</sup> [Dr. Robert Morrison, the first Protestant Missionary in China, who arrived in Canton in 1807. He was the author of a dictionary of the Chinese language which

was published in three parts between 1815 and 1823. S. A. Rochlin.]

Africa? is one of much more difficult solution. Perhaps when the ample stores of Chinese History become more accessible to European scholars, some records of the migratory movements of the Mongolian tribes will throw some light on this obscure subject."

\* \* \*

Then, also, in respect of Prof. Doke's statement in *Bantu Studies*, 14, 3, 1940, p. 229, that on "October 14th, 1852, Lewis Grout read a paper before the American Oriental Society, New York, entitled 'An Essay on the Phonology and Orthography of the Zulu and Kindred Dialects in Southern Africa', which was published in the journal of that Society the next year: Even in those early days the missionaries were exercised over orthography reforms, and the American Zulu Mission had set up a Committee on Uniform Orthography, on which Grout served. Prof. Doke seems to be unaware of the fact that there was published in the *Cape of Good Hope Observer* (Cape Town) of July 2, 1850, pp. 424-428, a lengthy communication from the American Mission in Natal addressed to the Rev. Dr. James Adamson (of the Scotch Church, Cape Town, who was, too, one of the first Professors of the South African College, Cape Town), suggesting a plan to study the Bantu tongues scientifically. Also, in this letter the American Mission in Natal notes that articles on the Bantu languages were published in the *Introduction to Mpongwe Grammar*, New York, 1847 (See Doke in *Bantu Studies*, 14, 3, 1940, pp. 238-239) and in *Bibliotheca Sacra*, Nov. 1847).

It may be added that the Editor of the *Cape of Good Hope Observer* was Egidius Benedictus Watermeyer (1824-1867), who was not only a well-known Judge of the Cape Supreme Court, but was as well, in 1854, elected member for Worcester in the first Cape Parliament. Watermeyer was the author of a note to the *Transactions of the Philological Society*, London, Part 1, pp. 1-4, 1866, on

the word "Hottentot" - a fact which is not recorded in Prof. Schapera's *Select Bibliography of South African Native Life and Problems*.

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In his *Bantu: Modern Studies since 1860*, pp. 63, 71, Prof. Doke mentions certain of Giacomo de Gregorio's works which appeared after the turn of this century but, apparently, is not acquainted with a volume devoted to a study of the Bantu languages which de Gregorio published in the early 1880's. In *The Athenaeum* (London) of January 6, 1883, p. 15, I came across this account of his book:

"A contributor to South African philology has come from an unexpected quarter. Dr. Giacomo de Gregorio, of Palermo, has published at Turin (Loescher) an essay in Italian, called *Cenni di Glottologia Bantu (Sud Africana)*. In nine chapters he reviews the whole subject, he has had access in his remote corner of Europe to many, but not all, of the leading authorities on this great subject. He brings an independent mind to bear upon many of the controverted points, but the real merit of his work is the illuminating of this little-known corner of the world of learning. Scholars continue ploughing over and over again the exhausted area of Aryan and Semitic philology, unmindful or ignorant of the virgin prairie which would reward their labours by the most unexpected and wonderful crops in Africa. As de Gregorio justly remarks, many phenomena totally inexplicable in Asiatic philology may perhaps be explained by consideration of analogous phenomena in these uncultivated and yet marvellously organized vehicles of speech."

This volume of de Gregorio's, also, is not cited in Schapera's *Select Bibliography of South African Native Life and Problems*.<sup>1</sup>

describes it as being "little more than an extended review of Bleek's published writings." Ed.]

<sup>1</sup> [Note, however, that it is mentioned by Sir Harry Johnston in his *Comparative Study of the Bantu and Semi-Bantu Languages*, Vol. 1, 1919, p. 9, where he

## BOOK REVIEW

**Zulu Syntax and Idiom.** C. M. DOKE. Longmans Green & Co., Cape Town; 1955. vi, 234 pp. 25s.

Students of Zulu will welcome this book. The analytical approach used by the author has had the effect of simplifying, by the device of dissection, the meaning of constructions which, when definition only was relied upon, were difficult to explain. This is particularly evident in the treatment of the relative construction which is now much more clearly set out than ever before. Colenso explained the Zulu relative by reference to the meaning of the corresponding English relative clause. Dr Doke had tackled it from the Zulu point of view in his grammar, but he sought to do so by definition and the result was not entirely satisfactory. Now that deficiency has been made good.

The term 'multiverbal predicate', which the author uses to describe what have been previously called 'compound tenses' is a happy one, and brings out clearly the fact that these predicates must be treated differently from the normal verb.

The treatment of the subjunctive also makes a contribution to the study of the functions of this mood. It has always been a point of contention that, in spite of its name, the subjunctive could be used in Zulu in other than subordinate predication, and in this book the illustrations given by Dr Doke show that it may indeed be the main predicate.

It is notable that the author relegates the participial to the position of a sub-mood, for, as he says, "The use of the term 'participial mood' is open to serious question." In his illustrations of the various uses of the sub-mood, he shows how it may be employed merely as a participial enlargement of the subject or the object in a sentence, and hence would not be entitled to be treated as a mood in its own right.

In dealing with the potential mood there is recognition of the fact that translation into a Euro-

pean language has various possibilities owing to the fact that the Bantu do not distinguish between 'ability' and 'willingness'. The list of subjunctive complements appearing on page 127, following deficient verbs, is very helpful in the discussion of descriptive clauses and clarifies the function of the deficient verb, while the discussion of the syntax of the ideophone is a new feature, and one which makes possible to the European a better understanding of this unusual part of speech.

Amongst other things, specimens of sentence analysis and parsing are given, but it is to be hoped that the latter never acquires in Zulu the importance which was given to it in the teaching of English in days gone by. The syntactical usages of *-nye*, *-ni?* and *-phi?* are also fully dealt with, but it is not possible in this short review to mention all the useful features of this book. It concludes with a most interesting chapter on Zulu idiom and a good index rounds off a splendidly got up and beautifully printed book.

It seems churlish to mention any defects for they are relatively unimportant, but some of the reference figures are hard to locate, e.g. on p. 65 where it says, "see vii (a) below"; and on p. 66, "see (ix) below", and on p. 69 where one finds, "as observed in (iv) above". There are also some illustrative sentences used which the writer feels would be avoided by a Zulu, such as on p. 141: *Uma uyafuna* and *Ngiyokufika noma liyaduma*, and on p. 13: *Sekufile izinyamazane*.

This book has been awaited long. It was obvious when Dr Doke's *Text-book of Zulu Grammar* was published that the section on syntax needed elaboration, and at last it has come, and it fully comes up to the standard of scholarship and research which one associates with the author. A book so replete with illustration and so well ordered is a real treasure for the student of Zulu.

D. MCK. MALCOLM.

## THE REHOBOOTH COMMUNITY OF SOUTH WEST AFRICA.\*

### *Origin and background*

1. The Rehoboth Community resides in South West Africa in an area known as the Rehoboth Gebiet, which is located inside the administrative district of Rehoboth. The original Community consisted of a number of families who migrated from the Cape Colony between 1863 and 1868. They were the descendants of European farmers by African women. Dissatisfied with life in the Cape Colony, they decided to find new homes. Having moved among the various Hottentot tribes who inhabited the southern part of what is now known as South West Africa, they settled in the district of Rehoboth with the permission of the Hottentot chief, Abram Zwartbooi. They established themselves as an independent community and drew up a constitution for their own government.

2. The constitution, first drafted in 1868, was revised in 1872<sup>1</sup> and renewed and amended in 1874<sup>2</sup>. As revised in 1872, the constitution consisted of thirty articles dealing with the election of the Chief, his two Councillors, the election of three Volksraad members as representing the people, rights of citizenship and franchise, and the mode by which laws were to be made and promulgated. As revised in 1874, the constitution introduced articles, *inter alia*, recognizing the appointment by the resident burghers of H. van Wyk as Captain for an indefinite period; authorizing the burghers to propose ten councillors, of whom four receiving the majority of votes were to be appointed by the Captain as his councillors; and providing that any councillor or the Captain who neglected his prescribed duties should lose his post if he refused to be summoned to give the reason for his neglect. Articles 13 to 64 recapitulated all other

laws for the Gebiet (for the text of the 1872 and 1874 constitutions, see Annex I).

### *Relations with Germany*

3. Until 1884 the Rehobothians led an independent existence but, in that year, one of the representatives of the German Government, who were attempting to obtain signatures from the various chiefs in South West Africa for treaties of friendship and protection, concluded an agreement with the Captain of the Rehoboth Community. This agreement was confirmed by a Treaty of Protection and Friendship<sup>3</sup> concluded on 15 September 1885 between Germany and the Rehoboth Community. The treaty, concluded as an agreement between two Governments, contained seven articles, whereby Germany agreed to assume the protection of the Rehoboth Community, while recognizing the rights and the freedom which the Rehobothians had established for themselves. Germany undertook to respect all existing treaties concluded between the Rehoboth Community and other nations and to respect the right of the Captain to collect the taxes and revenue to which he was entitled in terms of the laws and customs of his country. German nationals and others under German protection living in the Rehoboth Territory were to respect its laws and customs and to pay taxes to the Captain.

4. For their part, the Rehobothians agreed, *inter alia*, to refrain from disposing of any of their lands and from concluding any future treaties without the consent of the German Government. Furthermore, the Rehobothians were guaranteed exclusive jurisdiction in civil and criminal cases involving their own nationals, and provision was made for

cument here.

<sup>1</sup> Report of the Rehoboth Commission, U.G. 41-'26, pp. 79-81.

<sup>2</sup> *Ibid.*, pp. 85-90.

<sup>3</sup> Report of the Rehoboth Commission, U.G. 41-'26, pp. 98-99.

\* A memorandum prepared by the Secretariat of the United Nations at the request of the Committee on South West Africa, and released for distribution on 23 February 1955, reference no. A/AC. 73/L. 6.<sup>1</sup> We are grateful to the Secretary of the Committee on South West Africa for permission to publish this do-

the trial of cases involving other nationals. Finally, the treaty provided that the Captain would assist as far as possible in the preservation of peace in Great Namaqualand and the adjoining countries (for the text of this treaty, see Annex II).

5. This treaty remained in force until 22 April 1915 when the German Government abrogated it. Although relations between the Community and the German administration were generally harmonious prior to 1914, relations between them began to deteriorate due to the reluctance of the Rehobothians to take up arms against the Union forces. The question of participation was brought to a head early in 1915 when they refused to provide men to guard captured Union prisoners. The Germans retaliated by seizing and destroying livestock and property. Those members of the Community who were in possession of arms mobilized and considerable fighting and bloodshed developed before the Germans evacuated the district before the advance of the Union forces.

#### *Administration by the Union of South Africa*

6. After the occupation of the territory by the Union of South Africa certain undertakings were given to the Community assuring it of the same constitutional position it had enjoyed during the German administration. Following the assumption of administration under the Mandate, the Administrator of the Territory, as representing the Government of the Union of South Africa, and the Captain and members of the Raad, as repre-

<sup>1</sup> Report of the Rehoboth Commission, U.G. 41-26, pp. 100-103; The Laws of South West Africa, 1923, pp. 52-62; Report of the Administrator of South West Africa for the year 1923, p. 6.

<sup>2</sup> The Laws of South West Africa, 1924, pp. 172-176; Report of the Administrator of South West Africa for the year 1924, p. 11.

<sup>3</sup> Mention should be made here that in response to the wishes of a section of the Rehoboth Community for the independence of the pre-1924 period, a commission of two magistrates was appointed in 1939 to investigate and report upon the capability of the Rehobothians to govern themselves and the possibility of restoring self-government. The Commission found that the vast majority of the Rehobothians did not possess the qualities or educational qualifications required for the *Kapteinskap* and the Magistracy which were provided in the pre-1924 system of local government. It held that if a *Kaptein* were elected from among one of the three religious denominations to which the Rehobothians belonged, the adherents of the other two would oppose the appointment; and that no justification could be

senting the Rehoboth Community, entered into an agreement on 17 August 1923 which in principle incorporated the main provisions of the former treaty with Germany. This agreement was embodied in Proclamation No. 28 of 28 September 1923<sup>1</sup> (for the text of this Agreement, see Annex III).

7. Almost immediately following the signing of the new agreement, opposition thereto by members of the Rehoboth Community who had advocated independence began to make itself felt. Election of a new Raad early in 1924 revealed that a deep rift existed in the Community and matters became serious when the old Raad refused to resign. Since neither the new nor the old Raad were capable of functioning effectively, the Mandatory Power issued Proclamation No. 31 of 1924<sup>2</sup> (for the text of which, see Annex IV), whereby the Captain of the Raad, the courts of the Community and any officials appointed by the Raad were temporarily dispensed with<sup>3</sup> and their powers transferred to the Magistrate and his Court.<sup>4</sup> Another election in January 1925 did not improve the confused state of affairs and the Mandatory Power warned the Community that unless the Cattle Branding Law of 1923 was complied with by 1 March 1925, prosecutions would be instituted. It was indicated by the Mandatory Power in its annual report<sup>5</sup> that the Cattle Branding Law was selected merely as being most convenient to bring the question of law enforcement with respect to Proclamation No. 31 of 1924 to an issue. When the Community refused to comply and members of the Community

found for changing the present judicial system established under Proclamation No. 9 of 1928 (see below). In conclusion, it stated that the re-establishment of the posts referred to above could not be recommended because such a course would be detrimental to the interests of the Community (Report on the Administration of South West Africa for the year 1939, p. 184).

<sup>4</sup> In this connexion, it should be noted that the 1923 Agreement provided, *inter alia*, that the Administrator, after consultation with the Raad, had the power to legislate for the Gebiet. From and after the taking effect of Proclamation No. 31 of 1924, the above-mentioned provision appeared to have been interpreted to mean that the Administrator was required only to consult with the Magistrate before making laws for the Gebiet. Examples are to be found in Proclamations Nos. 9 of 1928, 5 of 1935, 20 of 1935, 16 of 1938, 22 of 1941, 18 of 1946 and 36 of 1954, published in *The Laws of South West Africa*, 1928, 1935, 1938, 1941 and 1946, and the *Official Gazette of South West Africa*, No. 1844, 1954.

<sup>5</sup> Report of the Administrator of South West Africa for the year 1924, p. 13.

assembled in the village of Rehoboth the Mandatory Power declared martial law in the Community. Since police forces in the area were deemed inadequate to deal with the situation, the Mandatory Power sent a Defence Force and three airplanes into the district. When an order to the Captain and the Raad to surrender was not complied with, the forces of the Mandatory Power entered the village on 5 April 1925 and disarmed the population.

#### *The de Villiers Report*

8. Following these events the Mandatory Power, on 14 May 1925, appointed Justice de Villiers to enquire into the situation and to report his findings to that Government. Specifically, seven points of enquiry were referred to him covering boundary questions, alienation of land, matters of taxation, political position and encroachment upon the rights before and after Proclamation No. 28 of 1923 as concerned the Rehoboth Community. On 20 September 1926 a lengthy report<sup>1</sup> was submitted by Justice de Villiers to the Union Government, which subsequently transmitted it to the Permanent Mandates Commission for consideration. The Commission received the report at its twelfth session and a note dated 17 October 1927 prepared for the use of a projected sub-committee which was to deal with the matter indicated *inter alia* that "the conclusions and recommendations of the Commissioner are nowhere concisely summarized" and that "it had been forwarded to the Permanent Mandates Commission without any indication by the Mandatory Power as to whether the conclusions and recommendations of its Commissioner are accepted or not." The report concluded that the complaints by the Rehoboth Community concerning alienation of land without com-

pensation did not apply since the land had already been appropriated by the Germans. It also held that promises made to the Community after the occupation by Union forces not to deprive it of its independence did not mean a guarantee of sovereignty. It recommended that alienation of land to Europeans or Hereros should be prohibited,<sup>2</sup> and considered the boundaries fair and sound.

#### *Rehoboth Boundary Commission*

9. In making his own recommendation on boundary questions, Justice de Villiers had taken into consideration the findings of the Boundary Commission (the Drew Commission) which was appointed in 1922 by the Administrator of South West Africa to enquire into and report upon the question of boundary and land disputes between the Raad and the German Government, and which consisted of representatives of the Administration as well as a representative of the Raad. The Drew Commission, with whose views Justice de Villiers expressed his general agreement, issued a report on 16 May 1922.<sup>3</sup>

10. According to this report, the Rehobothians laid claim to a tract of country more than twice the size of the territory occupied by them under German rule, which included a large number of privately owned farms as well as a vast extent of Crown land. They put forward a treaty signed by Maharero as being the title on which they based their claim. On this point, the Commission felt that the treaty might be evidence of a grant of land to the Rehobothians by the Herero Chief but not of the boundaries of the area which they claimed. In the absence of any evidence among the German records, this claim was regarded as having no practical significance and should therefore not be taken into consideration. The Commission further

<sup>1</sup> Report of the Rehoboth Commission, U.G. 41-26.

<sup>2</sup> It may be noted here that this recommendation was taken into consideration by a Commission of Enquiry, generally referred to as the Long-Term Agricultural Policy Commission, which was appointed in 1948 by the Administrator of South West Africa to enquire into and make recommendations on questions concerning production and marketing of farm products as well as other closely related matters. This Commission found, *inter alia*, that the great majority of the Rehobothians had not made, and did not appear able to make, a success of farming in one of the best and most productive regions

of the Territory. It therefore recommended that any burgher who is the registered owner of a farm in the Rehoboth Gebiet should be permitted to sell his farm (on his own volition) to the Government; that early steps be taken to train the burghers to make the best economic use of their land; and that the practice by the burghers of leasing grazing on their farms to non-burghers be discouraged (Report of the Long-Term Agricultural Policy Commission, pp. 1, 23-24, 66 and 71).

<sup>3</sup> Report of the Rehoboth Commission, U.G. 41-26, pp. 165-168.

stated that it would be extremely unsatisfactory at this stage to go into questions which had their origin so far back in the past, and that there was not a single instance where the Rehobothians signed a boundary agreement with the German Government under protest. In view of the fact that the boundary of the Rehoboth Gebiet as described in the proposed agreement between the present Administration and the Raad was not only fixed by mutual arrangement between the Raad and the German Government but also was in existence and unchanged at the time of the occupation of this territory by the Union troops, the Commission was of the opinion that the said boundary might be definitely accepted as defining the limits of the Gebiet.

11. The Rehobothians also protested before the Drew Commission that the German Government had unlawfully taken from them certain land and buildings situated within the present boundaries of the Gebiet. Their claims were numbered 1 to 9 in the proceedings, apart from the one (claim No. 10) made at the final meeting of the Commission. As regards Nos. 1 to 5 (farms at Gohaganas and four other places) and 7 (Rehoboth Branch Line), the conclusions of the members of the Commission, including the Rehoboth representative, were reached unanimously.

12. With regard to No. 6 (Railway track), the Commission found that a settlement was reached when the late German Administration granted a sum of 1,500 marks as compensation and considered that as the Raad had signed the agreement concerning this compensation they should not now raise the question. In regard to No. 8 (Houses and Land), according to the Report of the Drew Commission, the Rehobothians claimed by right of conquest certain buildings and the farms Zandputz, Areb and Bullsport in the Gebiet owned by the German Government when hostilities broke out in 1915. The Report further stated that the Rehobothians never at any time exercised effective occupation of this property and concluded that

there was no obligation upon the part of the present Administration as successor to the previous Government to pay the debts due by it. With reference to No. 9 (Isabis), it appeared from the records at the disposal of the Commission that the German Government ultimately admitted that approximately 2,300 hectares of the Gebiet (Doornboom Vley) had been surveyed into the farm Isabis and agreed to compensate the Rehobothians by paying them the sum of 690 M. and giving them ground elsewhere. The Commission pointed out that the money was never paid and the ground which the German Government selected for the purpose stated above was that adjoining Heigamas, an area which was then already under dispute. The Commission therefore found that no compensation was received by the Rehoboth Community for 2,300 hectares in dispute at Isabis, an omission for which the present Administration could not accept responsibility and was unable to redress.<sup>1</sup> In regard to No. 10 (Farm Khos), a claim involving 4,549 hectares, the finding of the Commission was that the farm was registered on 24 April 1915 with an extent of 11,549 hectares; the notice calling for objections was advertised up to 3 February 1915 and a certificate of Substituted Title was issued to the owner, Carl Peeken, on 22 September 1920. The Commission pointed out that the claim of the Rehoboth Community had not been secured and that there was little or no chance of recovering the debt.

13. Regarding farms sold to Europeans in respect of which certain payments were still to be made to the Raad, the Commission was of the opinion that the present Administration should, as far as possible, assist in the matter of recovering such outstanding amounts, plus interest on behalf of the Rehoboth Community, without, however, accepting responsibility in the event of non-payment by the debtors.

14. With a view to compensating the Community for any possible mistakes in respect of the boundary, the Commission recommended as an act of grace

<sup>1</sup> Justice de Villiers stated in his report, however, that the German Government agreed to settle the question of Isabis by paying over to Rehobothians the sum of 690 M. and further allowing their claim to 3,000 hectares adjoining Heigamas, with permission to sell

this piece of land to farmer Riep. This settlement had been accepted by the Rehobothians and the land handed over to them but there was no proof that the money was paid (Report of the Rehoboth Commission, U.G. 41-'26, p. 68).

that the farm Zandputz be given to the Community, and that the Government relinquish all claim to the Government buildings erected and existing on the farms Schlip and Gosoribis in favour of the Raad.

15. Opposition to the findings of the Commission was expressed by the Rehoboth representative in a minority report issued on 13 May 1922.<sup>1</sup> Dealing with the boundaries of the Gebiet, he held that the case did not appear to be one falling within the jurisdiction of the present Administration, because, according to article 51 of the Peace Treaty, the Allied Powers had gone into matters much more antiquated than this dispute and, therefore, it would be the duty of the Raad to lay their claims before these Powers. In connexion with the regulating of boundaries, he referred, *inter alia*, to the statement by a German Governor on the boundary transactions in 1898 to the effect that nobody was allowed to say anything about the boundary question.

16. With reference to the claims of the Raad to certain land and buildings lying within the Gebiet, he was unable to agree with the views of the Commission as far as Nos. 6 and 8 to 10 were concerned. In the case of No. 6, he maintained that it was necessary for the Government to take into account the fact that the sum of £75 was an unreasonable price for such a large piece of land, *viz.* 14,000 hectares. In regard to No. 8, he stated that the claim not only included victory rights but also compensation; that the houses mentioned were built on Rehoboth land by the German Government without authority; and that the farms in question were occupied by the Rehobothians before the Union troops took possession of them. He therefore considered that this matter demanded the earnest attention of the Government. With regard to No. 9, he pointed out that the dispute over farm Doornboom Vley was not settled though the late German Government recognized that farm as belonging to the Rehobothians. He considered it necessary that the present Adminis-

tration should have the matter investigated by a surveyor. As regards No. 10, his opinion was that it was inconsistent with the civilized laws that a farm should be registered when an interdict against registration had been issued in 1913. He observed that the farm was registered on 24 April 1915, after hostilities had already taken place between the Rehobothians and the Germans. He also questioned the possibility of conducting such civil cases during a period when martial law was in full operation. He believed that this matter should therefore receive the attention of the Government, and the registration of this farm (24 September 1920) should be cancelled.

17. In this connexion, it is worth noting that since the publication of the De Villiers Report in 1926, comparatively minor boundary alterations, as announced in Proclamations Nos. 9 of 1928, 22 of 1941 and 36 of 1954, followed the transfer of the rights of ownership or occupancy of lands between Europeans and Rehobothians. So far there has been no indication that the farms in dispute at the time of investigation by the Drew Commission were included in the Gebiet. On the contrary, at least three of them were, in fact, excluded from it, namely, Areb, Bullsport and Isabis.

18. The following data<sup>2</sup> on the extent of the Gebiet may also be of interest:

Year	Extent (hectares)
1909 (German demarcation)	1,713,664 approx.)
1923 (a) Prior to 17 Aug.	
1923	1,282,644 (approx.)
(b) Subsequent to	
17 August 1923	1,319,626 (approx.)
1938	1,356,200
1946	1,356,200
1949	1,393,400

*Complaints by the Rehoboth Community to the Permanent Mandates Commission*

19. On 26 November 1926 the Rehoboth Community sent a petition<sup>3</sup> through the Mandatory

<sup>1</sup> Report of the Rehoboth Commission, U.G. 41-26, pp. 181-182.

<sup>2</sup> Report of the Rehoboth Commission, U.G. 41-26, p. 107; Report on the Administration of South West Africa, 1938, p. 49; *Ibid.*, 1946, p. 14; South African

Yearbook, 1949, p. 1190. It should be pointed out here that there was no alteration in the boundaries of the Gebiet between 1946, and 1949.

<sup>3</sup> League of Nations, Permanent Mandates Commission, Eleventh Session, C. 348, M. 122, p. 218.

Power to the Permanent Mandates Commission which stated that:

1. For over a year they had been promised the report of the judge and they had been denied any opportunity of seeing the Administrator;
2. their goods were destroyed by the police and Europeans had been allowed to purchase their land;
3. under German law, debts due to Europeans could not be recovered in court, and this law had been repealed;
4. their game was being exterminated by Europeans; and
5. they asked for a personal audience to state their case.

*Action taken by the Permanent Mandates Commission in respect of the petition*

20. At its eleventh session,<sup>1</sup> the Commission decided that in the absence of the report of the Mandatory Power no action could be taken on the petition, but that in no circumstances could a personal audience be granted to hear the case. Again at its twelfth session<sup>2</sup> the Commission came to the conclusion that until it had received from the Mandatory Power the conclusions it had drawn from the De Villiers Report, no action on the petition could be taken. Finally, during its fourteenth session<sup>3</sup> the Commission, having examined the report and observations of the Mandatory Power on the petition, decided to inform the petitioners that the Permanent Mandates Commission had learnt of their grievances which, having been fully investigated, had "now lost their relevance and considers that, in the circumstances, there is no need for further action on the part of the Permanent Mandates Commission."

*Subsequent developments*

21. Subsequent to the action taken by the Permanent Mandates Commission in respect of the petition of 26 November 1926, the Mandatory

Power issued a number of proclamations which directly affected the Rehoboth Community.

22. Proclamation No. 9 of 1928 provided that the functions formerly exercised by the Raad and transferred to the Magistrate by Proclamation No. 31 of 1924 continued to be vested in the Magistrate. It also created an Advisory Board composed of three nominated and three elective members (all of them male Rehoboth landowners of the age of not less than forty years) to advise the Magistrate, who had the power to conduct every election of the Board. In addition, it provided for the appointment of two assessors to sit with the Magistrate in civil suits; decreed that no person other than a member of the Community could acquire immovable property except with the permission of the Administrator, who was also empowered to expel any undesirable person, other than a member of the Community, from the Gebiet; regulated liquor and arms supplies to the Community members; and extended the boundaries of the Gebiet to include two farms.
23. Proclamation No. 29 of 1929 provided that any interest in immovable property situated in the Gebiet, whether leasehold or freehold, which was held by a European at the date of commencement of this proclamation could be lawfully transferred by the holder thereof and his lawful successors in title as though Proclamations Nos. 28 of 1923 and 9 of 1928 had not been passed.
24. Proclamation No. 17 of 1932 preserved the rights of the Magistrate regarding revenue from licences.
25. Proclamation No. 5 of 1935 amended Proclamation No. 9 of 1928 by providing for an Advisory Board consisting of elective members only instead of elective and nominated members.
26. Proclamation No. 20 of 1935 amended Proclamation No. 9 of 1928 by providing for the removal from the Gebiet of any person endangering its peace, order or government; or any person, other than a member of the Community, who had been convicted of an offence.
27. Proclamation No. 16 of 1938 deleted a provision contained in Proclamation No. 9 of 1928 and stipulated that the election of the Advisory Board should take place in such manner as the Adminis-

<sup>1</sup> 19th meeting.

<sup>2</sup> 20th meeting.

<sup>3</sup> 23rd meeting.

trator might by regulation prescribe, or in the absence of such regulation in a manner fixed or determined by the Magistrate.

28. Proclamation No. 22 of 1941 altered the boundaries of the Gebiet as defined in Proclamation No. 28 of 1923, as amended, by the exclusion of certain farms having been transferred to or being genuinely occupied by Europeans, and by the inclusion of certain pieces of land being transferred to the Community.

29. Proclamation No. 18 of 1946 amended Proclamation No. 9 of 1928 by permitting a male Rehoboth landowner of the age of not less than thirty years to be elected as a member of the Advisory Board.

30. Proclamation No. 63 of 1951 conferred powers upon a commission appointed by the Administrator to enquire into and report upon the Gebiet. (The report of this Commission is not available in the files of the Secretariat.)

31. Proclamation No. 36 of 1954 altered the boundaries of the Gebiet as defined in Proclamation No. 28 of 1923, as amended, by including a certain farm which had been transferred to a member of the Community.

## ANNEX I

### *Law of the Constitution of 31 January 1872*

*and*

### *Constitution of the Bastards<sup>1</sup> (1874)<sup>2</sup>*

#### A. PREAMBLES

##### (a) *The 1872 Constitution*

On this the 31st January in the year of Our Lord One thousand Eight hundred and Seventy-two the Burgers at Rehoboth have agreed to amend

<sup>1</sup> Not a term of opprobrium as commonly used in South Africa; it does not imply illegitimacy, but merely refers to the fact that the person is the offspring of European and non-European (Report of the Rehoboth Commission, U.G. 41-'26, p. 18).

<sup>2</sup> Translation from Dutch as reproduced in the Re-

the provisional form of Government instituted by them on the 15th December 1868 at Warmbad, and to ordain as follows:

##### (b) *The 1874 Constitution*

On this, the blank of July, in the year 1874, the Burgers of Rehoboth have resolved to renew the Constitution framed at Nisbeth Bath, 1868, and amended at Rehoboth in the year 1872, by the following articles:

#### B. THE CAPTAIN AND HIS COUNCILLORS

##### (a) *The 1872 Constitution*

1. As Supreme Administrator of the burgers, one shall be elected and nominated from among them as Captain, who shall hold office during his life-time, provided illness or other urgent circumstances do not prevent him from doing so.
2. In the event of the decease of the Captain, or in the event of him being obliged to resign his office, the burgers shall immediately assemble for the purpose of electing and appointing another Captain.
3. During the period that the burgers shall not have elected and appointed a new Captain, the eldest of the two Councillors who assist the Captain, (to wit the eldest in office) shall take over the administration as Provisional Captain.
4. The Captain shall be assisted by a Council of two irreproachable burgers, elected by himself, for such period as he may think fit.
5. Every burger who enjoys the full burger-right is entitled to be elected as Captain.
6. The Captain's Council may at any time be called together by the Captain in matters concerning the administration and they are entitled to be absent only in cases of extreme necessity, but must previously notify the Captain, who may thereupon

port of the Rehoboth Commission (U.G. 41-'26), Annexure VI (pp. 79-81 and 85-90): Law Book of the Rehoboth Bastards, Promulgated by the Captain and His Councillors in the years 1872 and 1874. To facilitate reference to the provisions of the two constitutions, the texts have been combined under headings by the Secretariat.

for the period of absence of such Councillors appoint others to act in their stead.

(b) *The 1874 Constitution*

*Article 1*

On the 1st January, 1874, Hermanus van Wyk was appointed as Captain by the resident burgers of Rehoboth. He shall retain his captaincy as Supreme Head indefinitely.

*Article 2*

The burgers shall not have the right to remove the Captain from his post when they have a complaint against him, which they consider unfits him for the post. But whoever has a valid legal complaint shall submit the same to three impartial Heads of the land, who have adopted the Christian faith, who shall investigate the complaint.

*Article 3*

By this shall also be understood that the Captain, as well as any burger or Councillor, is bound by the law.

*Article 4*

The Captain, as the Supreme Head, shall be regarded as capable of keeping order, and of commanding on all necessary occasions for the welfare of the people.

*Article 5*

Every burger shall propose ten men as councillors to assist the Captain. Of these ten men, four who receive the majority of votes, shall be appointed by the Captain as his councillors.

*Article 6*

Each Councillor is elected for the term of one year, and provided he has done his duty well, may be re-elected.

*Article 7*

Every burger possessed of the full burger-right is entitled to vote at the election of the Captain.

*Article 8*

The Captain shall, when he leaves home or when he is indisposed, appoint one of his councillors to act in his stead.

*Article 9*

The councillors of the Captain may at any time be called together in matters of administration.

*Article 10*

Every councillor shall, before leaving home, notify the Captain, who shall appoint one from among the burgers to act *pro tem.* as councillor in his stead.

C. THE VOLKSRAAD

(a) *The 1872 Constitution*

7. In order that the burgers may also share in the administration, they shall elect and nominate three irreproachable men as a Volksraad.
8. The Volksraad shall be elected for one year only. Within the first fourteen days of the new year the re-election of the Volksraad shall take place.
9. The Volksraad shall choose one of its members as Chairman or Speaker who shall have the right to assemble the Volksraad as often as he may deem necessary.
10. The Chairman or Speaker is the medium of communication between the burgers and the Volksraad.
11. The members of the Volksraad are bound to guard the interests of the burgers by whom they were elected.
12. All requests and wishes of the burgers shall be communicated to their member of the Volksraad, who shall bring the same to the notice of the Captain and his Council, who after consideration and if advisable, shall deal therewith by legislation.
13. At the election of the Volksraad one of the Captain's Councillors shall always be present, in order to prevent irregularities at such election for Captain and Country. But the Councillor has no right, when everything is conducted properly, to meddle with the voting.

D. BURGER-RIGHT AND  
SUFFRAGE

(a) *The 1872 Constitution*

14. Every burger who pays taxes shall have a vote.
15. Every Bastard, or whoever has married into the Bastards, may become a burger. All others shall be granted hospitality under conditions to be laid down later.
16. Whoever desires to become a burger shall notify the Captain who shall instruct him as to the laws. Should he be willing to conform to the laws, he shall, if known, be accepted as a burger by the Captain in the presence of the Captain's Council and the Speaker of the Volksraad.
17. Should the applicant for burger-right be a stranger he shall be on probation for six months. The Captain shall thereupon report to the Speaker of the Volksraad, who shall thereupon notify the burgers in order that whoever may have objections to the application, may lodge same. Should within the six months nothing be brought up against the applicant, he shall be accepted as a burger as hereinbefore provided.

E. PROMOTION OF PUBLIC  
INTEREST

(a) *The 1872 Constitution*

18. Captain, Captain's Councillors, members of the Volksraad and burgers shall, one and all bind themselves by hand-shake, for an oath, to perform their duties of Office in the interests of the State, to the exclusion of personal interests.

(b) *The 1874 Constitution*

*Article 11*

Whenever any councillor or the Captain neglects his prescribed duties on account of personal interest and neglect, he shall, in the first instance, be warned; should he still neglect he shall be summoned to give his reason for his neglect, and, in the Court, if found guilty, be sentenced to a fine of from ten shillings to one

pound sterling; and if he refuses the summons he shall lose his post.

*Article 12*

The same fine for any mistakes of the Captain, and should any councillor or burger refuse twice to accept a summons, he shall be liable to pay the costs at the rate of 1/6 per occasion. On the third occasion he shall pay the constable's costs in bringing him to Court, and, in addition, be fined from 5s. to £2 sterling and still be liable for the charge for which he was originally summoned.

F. PROCEDURES FOR ADOPTING  
RESOLUTIONS AND LAWS

(a) *The 1872 Constitution*

19. Resolutions proceed from the Captain and his Council, as also Laws, and these shall thereafter be transmitted in writing to the Speaker of the Volksraad, who shall immediately assemble the Volksraad to consider the resolutions or laws so transmitted.
20. No resolution or law shall be transmitted to the Volksraad until the Captain and his Raad shall be in agreement about the same.
21. Should there be a difference of opinion in the taking of resolutions or making of laws, a vote shall take place.
22. Should the Captain and one of his Councillors have a difference of opinion and not be able to come to an agreement, the opinion of the Captain as the Supreme Head shall be accepted.
23. On the contrary, should the two Councillors be agreed, the Captain shall submit to the Councillors.
24. All differences of opinion between the Captain and his Council shall be kept secret.
25. Should any one of the Councillors divulge such difference of opinion he may be dismissed and punished.
26. When the law or resolution transmitted, is accepted by the Volksraad, it shall be returned by the Speaker to the Captain, who thereupon has the right to ordain and publish the same as law.

27. Should, on the contrary, the law transmitted be rejected by the Volksraad, the Speaker of the Volksraad shall notify the Captain thereof who shall thereupon stipulate the time and place when and where the Captain and his Raad will meet the Volksraad to debate upon the points of difference.

28. After each party shall have brought forward its arguments and objections, a vote shall be taken.

29. Should the whole Volksraad reject a proposal of the Captain and his Council, all burgers entitled to the vote shall be called up and the difference submitted to them, upon which a vote shall be taken by the whole gathering.

30. At such voting, the Captain as Supreme Head shall have as his vote one tenth of all entitled to vote. His Councillors shall each have two votes, but the burgers and the members of the Volksraad on the contrary shall each only have one vote.

The following articles are all contained in the 1874 Constitution:

#### G. PROVISIONS IN CASES OF DANGER OF ENEMY ATTACK

##### *Article 13*

In the event of danger of or of an attack by enemies, the Captain shall have the right to call up for service all able-bodied men above the age of sixteen years to assist and all such persons shall obey orders, sick people being exempted.

##### *Article 14*

Any person who fails to respond to commandeering shall be brought before the Court Martial consisting of two subordinate commanders, chosen by the Captain, and two members of the Captain's Council, and the Court Martial shall have the right to fine the accused from £1 to £50 sterling, and if he cannot pay, to sentence him to fifty lashes. The Captain shall pronounce sentence.

##### *Article 15*

In time of war the Captain has supreme command, and all officers under him shall obey his orders.

#### H. PROVISIONS RELATING TO JUDICIAL MATTERS

##### *Article 16*

In all civil and criminal cases the Captain shall appoint judges, who shall exercise justice according to the laws of the State.

##### *Article 17*

Any person has the right of appeal to the Captain and the Council against any sentence, and their decision shall be final. In criminal cases the Captain shall confirm all sentences passed.

##### *Article 18*

The judges shall immediately report in writing to the Captain on all cases dealt with by them.

##### *Article 19*

Fieldcornets shall be elected by a majority of votes of the burgers, and shall announce the result of the election to the Captain.

##### *Article 20*

Whenever a Fieldcornet is compelled to leave his district he shall appoint a competent substitute to act for him with full rights.

##### *Article 21*

Wilful murder shall be punished, irrevocably, by death.

##### *Article 22*

Death sentence shall not be pronounced unless one or other of the chiefs of the Country is present.

##### *Article 23*

Should any person be guilty of causing the death of another through negligence, he shall have to prove to the Judge by two witnesses that the deed was not wilfully done, or through revenge or enmity. In such case he shall not be punished with death, but according to his guilt, with a fine or with lashes.

*Article 24*

Should any person cause bodily injury to another through carelessness or assault by which the injured person suffers permanent or temporary injury, the accused shall be liable to pay damages in accordance with the injury in addition to a fine in money or value or corporal punishment.

*Article 25*

No master shall illtreat his servant without rendering himself liable to a fine of from five shillings to one pound sterling.

*Article 26*

Any servant, when illtreated by his master, shall have the right to lodge a complaint against the latter, but in the event of his being a herd, he shall not leave his flock in the veld unattended in order to lodge such complaint.

*Article 27*

By illtreatment shall be understood all punishment improperly inflicted, either by hitting with hands or kicking, or with stones.

*Article 28*

Should any person steal cattle, sheep or other articles, he shall be bound to repay them three-fold. Should he be unable to return them, he may be punished with from one to twelve months' hard labour, or with five to fifty lashes.

*Article 29*

Any person who receives, sells, or hides stolen articles shall be liable to the same punishment as the thief.

*Article 30*

If the thief is a child or a person in poor health, the judges shall take this into consideration and impose a lighter sentence.

*Article 31*

The owner of the stolen goods shall receive back from the thief twice the amount of the goods stolen. Should the latter, however, be unable to

pay, he shall be compelled to enter the service of the owner of the stolen goods or of another person, or do hard labour, as the judges may decide.

*Article 32*

No burger shall be allowed to sell brandy or other spirits, excepting wine, in the district of Rehoboth, without permission of the Captain.

*Article 33*

Any person acting contrary to Article 32 shall allow himself and his goods to be thoroughly examined, and all brandy or spirits found will be confiscated.

*Article 34*

In addition to the loss of his liquor, he must pay a fine of £5 for the first offence, and double that amount for the second offence.

*Article 35*

Any traveller or trader found guilty of selling liquor on this place shall be sentenced in the same way as the ordinary burger, and shall, in addition, be compelled to leave the place.

*Article 36*

When a debtor is sued for debt and he refuses to pay, the judges shall have the right to sell so much of his goods or cause the same to be sold, as will liquidate the debt and the costs.

*Article 37*

The costs of the judges shall be five shillings in respect of the complaint, which the plaintiff shall pay, but shall receive back afterwards when the defendant has paid.

*Article 38*

Should the defendant have insufficient means to satisfy the full amount of the debt, the plaintiff shall be satisfied with the amount obtained by the Judges out of the goods sold after deduction by them of the 5s. Court expenses, and the 1s. in every pound.

*Article 39*

Should the defendant be unable to pay anything, he shall be compelled to seek employment to pay off his debt.

*Article 40*

If the debtor is a father of a family, half of his wages shall be given to his family and the other half to his creditor.

*Article 41*

Should he refuse to go into service, the Judges shall decide as to what shall be done to him.

*Article 42*

An indigent who cannot pay the Court fees shall have his case accepted without paying the fees in advance, but he shall afterwards pay if the amount recovered amounts to so much.

*Article 43*

Should the indigent be too old or sickly to work, the Judges shall claim no costs.

*Article 44*

Should any person be compelled in a case of urgency to use another person's horse, ox or other stock, and he is not able to obtain the owner's consent before doing so, he is to take the first opportunity to inform the owner of his action and justify his action, and pay whatever the owner claims for the use of his animal. The owner is, however, not to charge unreasonably; for a horse not more than ten shillings per diem and for an ox 1s. per diem. If through necessity he was compelled to slaughter another's animal, he shall pay the full value of such animal.

*Article 45*

On the other hand should any damage be done to the horse or ox, he must pay the damage. In case the animal dies, he must pay the full value of the animal.

*Article 46*

Whoever deserts his wife without cause, shall leave all his belongings behind, which shall be

given to the wife. The same in the case of the woman leaving her husband without lawful cause.

*Article 47*

The father of an illegitimate child, if he be a married man, or in the case of an unmarried man if he has promised marriage to the mother, shall on demand of the mother pay her eight pounds sterling towards the rearing of the child.

*Article 52*

Illtreatment of Women. Any person accused of illtreating his wife shall be liable to a fine of from three pounds to five pounds sterling, and if the illtreatment is such as to cause permanent injury, he shall be charged with a criminal offence.

*Article 48*

Laws regarding houses and gardens: No person is allowed to sell or mortgage his house to any person who is not a burger of the State.

I. PROVISIONS DEALING WITH  
THE PREVENTION OF LUNG AND  
OTHER INFECTIOUS DISEASES

*Article 49*

Laws regarding safekeeping of the place from lungsickness and other infectious diseases: We herewith ordain that no animal with an infectious disease may be kept on this place.

*Article 50*

Should the Fieldcornet find such animal on this place, and, after having notified the owner to remove it to a defined place, his orders are not carried out, we give him the right to shoot the animal immediately. The meat shall be given to the poor and the skin sold for the benefit of the State.

*Article 51*

Should any person desire to inoculate his animal on this place, he shall do so in a place

appointed by the Fieldcornet, but the inoculated animal must be removed from the farm on the same day.

#### *Article 53*

The village of Rehoboth shall be kept in proper order and no charge shall be made for the grazing of large and small stock excepting horses,

#### *Article 54*

No burger is entitled to keep all his livestock in the village. In addition to milk cows every burger is entitled to keep as much as he needs and one span of oxen. Should his business compel him to keep more than one span of oxen in the village, he shall immediately after the work is completed send the extra span of oxen away.

#### *Article 55*

No dry cow, weaned calf and cow, or ox may be kept in the village.

#### *Article 56*

Should this happen, the offender shall be fined one-halfpenny for every animal. If he sends it away to-day to the cattle post and it returns to-morrow or later, and it can be proved that he neglected to send it out, he shall be fined the same amount for each offence.

#### *Article 57*

Further, very poor persons or burgers who have more than ten head of cattle must also keep two posts if they have dry cows, but if he owns ten head of cattle or less he will be allowed to keep them in the village even should they be dry.

#### *Article 57<sup>1</sup>*

Small stock, sheep and goats, will under certain conditions be allowed in the village. No burger is allowed to graze more than 100 small stock in the village or he will be fined one-halfpenny for every ten above that number.

<sup>1</sup> The document from which this extract has been made contains two articles 57 as set out herein

#### *Article 58*

If during severe droughts when water is scarce and difficult to obtain in the veld or if through other necessitous circumstances one or more burgers desire to have their livestock in the village, the Magistrate shall investigate their cases and if he deems it necessary he can allow them to use certain grazing areas for a certain period.

#### *Article 59*

Missionary Heidmann is still allowed to keep his stock for this year in the village.

#### *Article 60*

Further, certain grazing areas will be marked out for the stock in the village for all time.

#### *Article 61*

Law against lungsickness in animals in the Village and the surrounding grazing or trek veld, so far as Rehoboth extends. If on this specified land the cattle of anybody and any burger or bywoner among us is infected with lungsickness – whether he may be of our burgers or a stranger who is a traveller – and it can be proved by two or three witnesses that he was aware that his stock was not safe, either by having been in contact with lungsick cattle, or having been watered with them, or having used the same resting place (even although he may have kept them apart) and he treks or lets his cattle mix with others, even if the disease has not yet broken out among his cattle, and the disease breaks out later with the result that the cattle of others are infected by such carelessness, such person – whoever he may be – will be subject to such heavy fine as the Judges may impose upon him in the circumstances.

#### *Article 62*

When a person suspects that an infectious disease has broken out amongst his cattle he is compelled to notify his nearest neighbours.

#### *Article 63*

Law regarding strangers and "bywoners." – All strangers and bywoners living in the Reho-

both territory are to observe the laws of the Basters of Rehoboth.

#### Article 64

Law regarding gardens and lands on the place. Any person who had made a garden or a land on the place shall enclose it with a hedge five feet high, and if made of branches three feet wide or if of stone two feet wide, and should any cattle or small stock break into it, and the owner of such garden or land complains . . . (Note: Conclusion missing.)

#### J. FINAL CLAUSES

##### (a) The 1872 Constitution

Given at Rehoboth, 31st January 1872.

Captain, H. VAN WYK.

Councillors, P. DIERGAARD, J. VAN WYK.

Speaker of the Volksraad, MECHIEL DIERGARD.

##### (b) The 1874 Constitution

Given under our hand, at Rehoboth, the 1st day of January, 1874.

Captain, HERMANUS VAN WYK.

Councillor, C. VAN WYK.

„ AFRIKA IZAAK.

„ JAKOBUS BEIKIS.

„ PAUL DIERGARD.

If any case is brought before the Court with regard to which laws have not yet been made, the case shall nevertheless be decided by the judges and their decision on the case entered into the Law Book.

#### ANNEX II

#### TREATY OF PROTECTION AND FRIENDSHIP BETWEEN THE GERMAN EMPIRE AND THE BASTARDS OF REHOBOTH<sup>1</sup>

His Majesty the German Emperor, King of Prussia, Wilhelm I, on behalf of the German

<sup>1</sup> Translation from Dutch, as reproduced in Report of the Rehoboth Commission (U.G. 41-26), pp. 98-99.

Empire, of the one part, and the independent Chief of the *Bastards* of Rehoboth, the Great Namaqualand, Captain Hermanus van Wyk for himself and his legal successors of the other part, entertain the desire to conclude a Treaty of Protection and Friendship.

For this purpose, the authorized representative of His Majesty the German Emperor, namely, the Missionary C.G. Buttner, and Captain Hermanus van Wyk and his councillors have agreed to the following points.

#### Article I

Captain Hermanus van Wyk entreats His Majesty the German Emperor to take his country and people under his protection. His Majesty the German Emperor accedes to this request and assures Captain Hermanus van Wyk of his mightiest protection. As an outward symbol of this protection the German flag shall be hoisted.

#### Article II

His Majesty the German Emperor recognizes the rights and the freedom which the *Bastards* of Rehoboth have established for themselves, and undertakes to respect such previous treaties as were concluded by them with other nations or their nationals, and similarly not to prejudice the Captain in the collection of the revenue to which he is entitled in terms of the laws and customs of his country.

#### Article III

The Captain Hermanus van Wyk undertakes not to dispose of any land or portion thereof to any other nation, or any national thereof, nor to conclude treaties with other Governments without the consent of the German Emperor.

#### Article IV

The Captain promises to protect the lives and property of all German nationals and others under German protection. He gives them the right and freedom to travel, reside, work, buy and sell as far as his land goes. The burgers of Rehoboth, however, retain the right to prescribe conditions

in each and every case under which strangers shall be allowed to live in the Territory.

On the other hand, the German nationals and others under German protection shall respect the laws and customs of the country, and shall not from their side break the laws. They shall pay the taxes which have been hitherto in force to the Captain, or such as may later be agreed upon between the Captain and the German Empire.

The Captain undertakes not to give any other nation greater rights or privileges than those which he gives to German nationals.

#### Article V

In connexion with civil and criminal cases in the Rehoboth Territory, it is laid down that the cases between the burgers of Rehoboth shall be conducted by their own judges, and according to their own laws. The cases between the burgers of Rehoboth and persons who do not belong to Rehoboth shall be tried by a mixed tribunal whose judges shall be appointed by His Majesty the Emperor and the Captain of Rehoboth. All cases between such persons who are not burgers of Rehoboth or their families, and all criminal offences of such persons, shall be tried by such persons as His Majesty the German Emperor, and the verdict of that Tribunal shall be final.

#### Article VI

The Captain undertakes to assist as far as possible in the preservation of peace in Great Namaqualand and the adjoining countries. If he should have a dispute with other chiefs in Great Namaqualand or the adjoining countries, he shall ask the opinion of the German Government, or request them to intervene and settle the dispute.

#### Article VII

If there should be any further matters for adjustment between the German Empire and the Captain of Rehoboth, such shall be done by means of an agreement between the two Governments.

Rehoboth, 15th September, eighteen hundred and eighty-five.

(Sgd.) C. G. BUTTNER, (Sgd.) H. VAN WYK,  
*Representative of His  
Majesty the German  
Emperor*

Mark X of JACOBUS MOUTON.  
(Sgd.) JOHANNES DIERGAARD.  
Mark X of DIRK VAN WYK.  
(Sgd.) WILHELM KOOPMAN.  
(Sgd.) WILLEM VAN WYK.

*As Witness :*

(Sgd.) F. HEODMANN,  
*Missionary*

#### ANNEX III

#### Proclamation No. 28 of 1923<sup>1</sup>

Whereas on the 17th day of August 1923 an agreement was entered into at Windhoek between the Administrator of the Mandated Territory of South-West Africa as representing the Government of the Union of South Africa as the Mandatory of the said territory under the Mandate conferred in pursuance of the Treaty of Peace with Germany signed at Versailles on 28th day of June 1919 upon His Britannic Majesty for and on behalf of the aforesaid Government of the Union of South Africa on the one part and Cornelius van Wyk; Kapitein of the Rehoboth Community and the members of the Raad of the said Community for themselves and their lawful successors as representing the said Community of the other part regulating the future administration by the Government of the Union of South Africa in its capacity as Mandatory aforesaid of the Territory situate within the district of Rehoboth occupied by the said Community known as the *Gebiet*;

And whereas it is desirable that the aforesaid agreement of the 17th August 1923 should be ratified and confirmed;

Now therefore, under and by virtue of the powers in me vested, I do hereby proclaim, declare and make known as follows:

<sup>1</sup> The Laws of South West Africa, 1923, pp. 52-62.

1. The agreement dated the 17th August 1923 between the Administrator of the Territory of South West Africa and Cornelius van Wyk, Kapitein of the Rehoboth Community and the members of the Raad of the said community, a copy whereof is set out in the Schedule to this Proclamation is hereby ratified and confirmed as from the first day of October 1923 and all necessary powers and authority are hereby conferred upon the parties to the agreement for giving full and complete effect to the provisions thereof.

2. Any person who enters or resides within the boundaries of the territory known as the *Gebiet* in contravention of paragraph fourteen or fifteen of the said agreement shall be guilty of an offence, and upon conviction shall be liable to a penalty not exceeding One Hundred Pounds, or in default to payment to imprisonment for a period not exceeding twelve months. Any such offence shall be cognizable alone by the Magistrate's Court for the District of Rehoboth, which is hereby empowered to impose on summary trial the maximum punishment provided for such contravention, anything to the contrary notwithstanding contained in the law relating to Magistrates' Courts.

3. It shall be lawful for the Administrator, on the conviction of any person in respect of an offence specified in the last preceding section of this Proclamation, to direct the Secretary for South-West Africa to issue an order to such person to leave the said *Gebiet* within such time after service of such order may be arrested and removed from the *Gebiet* on a warrant under the hand of the Secretary for South-West Africa.

4. Any transaction entered into with a view to the acquisition of any interest in immovable property, whether leasehold or freehold, in contravention of paragraph fifteen of the said agreement, shall be null and void, and no action may be instituted in any Court of Law within the Territory of South-West Africa for the recovery of any money or valuable consideration whatsoever which may have been paid or given in respect of any such transaction.

5. The Administrator may make rules, orders or regulations not inconsistent with the agreement in the first section mentioned for effectually carrying

out and giving effect to the objects and purposes thereof.

6. This Proclamation shall be of full force and effect within the territory known as *Gebiet*, the boundaries of which are defined in the First Schedule to the copy of agreement set out in the Schedule hereto, and shall come into operation on the first day of October, 1923.

God Save the King.

Given under my hand and seal at Cape Town this 28th day of September, 1923.

Gijs R. HOFMEYR  
Administrator.

## SCHEDULE.

### *Agreement*

*Between the Administrator of the Territory of South-West Africa as representing the Government of the Union of South Africa of the one part and Cornelius van Wijk, Kapitein of the burghers of Rehoboth, and the members of the Raad of the Rehoboth Community for themselves and their lawful successors as representing the Community of Rehoboth, of the other part*

Whereas the administration of the Territory of South-West Africa lately under the sovereignty of Germany, whereof the land occupied by the Burghers of Rehoboth commonly known as the Bastard *Gebiet* (hereinafter referred to as the *Gebiet*) forms part, has been placed under the Government of the Union of South Africa, as Mandatory thereof under the Mandate conferred in pursuance of the Treaty of Peace concluded at Versailles on the 28th of June, 1919, between the British Empire and certain other Allied and Associated Powers and Germany.

Now therefore, the Administrator of the Territory of South-West Africa (hereinafter styled the Administration), as representing the Government of the Union of South Africa, and Cornelius van Wijk, Kapitein of the Burghers of Rehoboth, and the members of the Raad of the Rehoboth

Community for themselves and their lawful successors as representing the Rehoboth Community, do hereby covenant and agree together as follows :

1. The Administration acknowledges the right and title of the Rehoboth Community to the land at present occupied by it within the boundaries of the *Gebiet* as defined in the First Schedule hereto.

The said boundaries shall be extended to include the farms Gamis Nord (No. 171), Arusis (No. 162), Niep (No. 157,) Schlipmundung (No. 156) and Oamites (No. 53) if the registered owners of the said farms desire such inclusion and consent thereto.

2. The Administration acknowledges and recognizes Cornelius van Wijk as the duly elected Kapitein of the Rehoboth Community according to the law of the said Community.

3. Subject to the provisions of this Agreement the Administration concedes to the Rehoboth Community the right of local self-government within the *Gebiet* according to the laws presently to be found in the Law Book of the Raad of the Rehoboth Community and such additions thereto or amendments thereof as may from time to time lawfully be enacted by the Raad of the Rehoboth Community.

Provided that any law hereafter passed by the Raad of the Rehoboth Community shall be presented to the Administrator of South-West Africa for his assent, who shall declare according to his discretion through the Secretary for South-West Africa that he assents thereto, or that he withholds assent or that he reserves the law for the signification of the pleasure of the Government of the Union of South Africa.

Provided further that the Administrator may before declaring his pleasure in regard to any law which shall have been so presented to him return such law to the Raad of the Rehoboth Community with such amendments as he shall consider needful or expedient. The Raad of the Rehoboth Community shall thereupon take such amendments into consideration.

4. The laws of the Territory of South-West Africa mentioned in the Second Schedule hereto shall from the date of the taking effect of this

Agreement be of within the *Gebiet* and any amendment thereof or additions thereto which may hereafter be enacted.

Provided that the Administrator shall after consultation with the Raad of the Rehoboth Community possess the power to legislate for the *Gebiet* and to extend thereto the operation of any law whether at present in force in the Territory of South-West Africa or hereafter enacted, if he considers such legislation or extension to be expedient or desirable in the interests of either the Territory of South-West Africa or the *Gebiet*.

5. All laws of the Territory of South-West Africa the operation whereof is hereby or may hereafter be extended to the *Gebiet* shall be administered by the officers of the Administration of South-West Africa, and contraventions in respect thereof shall be cognizable alone by the Courts of the Territory of South-West Africa as established by law.

6. The Administrator shall appoint a Magistrate for the District of Rehoboth (including the *Gebiet*) who shall represent the Administration of South-West Africa in its relation with the Kapitein and Raad of the Rehoboth Community. Such Magistrate shall exercise within the *Gebiet*, save where otherwise expressly provided by this Agreement, all the powers and functions of a Magistrate in the Territory of South-West Africa.

7. The Judges and Magistrates of the Rehoboth Community shall have exclusive original jurisdiction within the *Gebiet* in accordance with the laws of the said Community in all civil suits and proceedings arising therein between members of their own race and between any such member and a native or between native and native.

8. (1) The Magistrate of the District of Rehoboth shall have jurisdiction in all civil suits and proceedings between a European and a Burgher of Rehoboth or between a European and a Native where the defendant is resident in the *Gebiet* or has property therein. All such suits and proceedings shall be determined according to the local laws in force in the *Gebiet* and in case of there being a conflict between the law of the Territory of South-West Africa and the law of the *Gebiet*, the law of the Territory of South-West Africa shall apply where.

the defendant is a European and the local law of the *Gebiet* shall apply where the defendant is a Burgher of Rehoboth or a Native ; in the absence of any local law applicable to the subject-matter of the dispute the law of the Territory of South-West Africa shall apply.

(2) The Administrator may from time to time prescribe rules or orders regulating the practice and form of procedure in cases pending before the Magistrate under the provisions of this paragraph.

(3) An appeal shall lie against the judgment of the Magistrate in cases under this paragraph to the High Court of South-West Africa in accordance with such rules and regulations in regard to procedure and practice as the Administrator in consultation with the Judge of the High Court may determine.

9. All civil suits and proceedings between Europeans shall be dealt with according to the law for the time being in force in the Territory of South-West Africa.

10. The criminal law for the time being in force in the remaining portion of the Territory of South-West Africa shall, save such penal laws created by statute the operation whereof has not been specifically extended to the *Gebiet* as herein provided apply in respect of all acts and transactions of whatsoever nature done or performed with the *Gebiet* between Europeans or between a European and a Burgher of Rehoboth or between a European and a Native, which if done or performed in the remaining portion of the Territory of South-West Africa would have constituted a crime or offence.

11. The Judges and Magistrates of the Rehoboth Community shall have jurisdiction in accordance with the laws of the said Community in all criminal cases arising within the *Gebiet* exclusively between members of their own race and between any such member and a Native and between Native and Native. Provided that such jurisdiction shall not extend to the offences mentioned in the Third Schedule hereto and to offences involving contravention of laws of the Territory of South-West Africa, the operation whereof is hereby or may

hereafter be extended to the *Gebiet* in accordance with the provisions of paragraph four hereof.

Provided further that all such criminal matters as herein excepted and in all criminal cases arising between Europeans or between a European and a Burgher of Rehoboth, or between a European and a Native, the High Court of South-West Africa and the Court of the Magistrate of the District of Rehoboth shall respectively have jurisdiction in accordance with the provisions of the criminal law for the time being in force in the Territory of South-West Africa.

The Magistrate in all such cases shall observe the rules of criminal procedure and evidence applicable to Magistrates' Courts in the rest of the Territory of South-West Africa.

12. Any person, a party to any suit or proceeding whether civil or criminal before the Judges or Magistrates of the Rehoboth Community exercising jurisdiction under the provisions of paragraphs seven and eleven of this Agreement shall possess the right to appeal from the decision of such tribunal in the first instance to a Mixed Court composed of the Magistrate of the District of Rehoboth and two Judges or Magistrates of the Rehoboth Community other than the Judge or Judges or Magistrate or Magistrates before whom the case was determined, and in the event of disagreement the decision of the Magistrate shall constitute the judgment of the Court. Provided that in all cases an appeal shall lie from the decision of such Court to the High Court of South-West Africa on such terms and conditions and in accordance with such rules and regulations as the Administrator in consultation with the Judge of the High Court may determine.

Appeals to the Mixed Court of Appeal as herein provided shall be noted and prosecuted within such period and in such manner as shall be prescribed by rules framed by the Magistrate of the District of Rehoboth with the approval of the Administrator.

All judgments of the Mixed Court of Appeal shall be executable in like manner as though they were judgments of the Magistrate's Court.

13. The Magistrate of the District of Rehoboth and the Police of South-West Africa shall possess

in the *Gebiet* the same jurisdiction and powers in regard to the arrest and prosecution of offenders charged with crimes cognizable by the High Court of South-West Africa and by the Magistrate's Court of the district as are possessed by them under the laws for the time being in force in the rest of the Territory of South-West Africa. They shall further possess the power subject to the provisions of the Criminal Law for the time being in force in the rest of the Territory of South-West Africa relating to arrest, to arrest within the *Gebiet* and to remove therefrom any person required on a criminal charge in respect of any crime or offence committed outside the *Gebiet*.

14. No person other than a lawful resident of the *Gebiet* or a person *bona fide* travelling through the *Gebiet* shall be permitted to enter the *Gebiet* save with the written consent of the Magistrate of the District of Rehoboth who shall in every case prior to according or refusing such permission as the case may be consult with the Raad of the Rehoboth Community. An appeal from the decision of the Magistrate shall lie to the Administrator. Any person who unlawfully enters the *Gebiet* without the required permission shall be liable to be punished and to be removed therefrom by warrant under the hand of the Magistrate of the District of Rehoboth.

15. No person other than a lawful resident of the *Gebiet* at the date of the taking effect of this Agreement shall be permitted to reside therein or to acquire therein any interest in immovable property whether leasehold or freehold save with the written consent of the Raad of the Rehoboth Community which consent shall be subject to the approval of the Magistrate of the District; provided that in the case of a European the sanction of the Administrator of South-West Africa shall be a condition precedent to such residence in the *Gebiet* or acquisition or lease of immovable property or any interest therein; provided further that nothing in this paragraph contained shall affect any existing rights lawfully acquired before or at the date of the taking effect of this Agreement.

16. As soon as may conveniently be after the taking effect of this Agreement the Administration and the Raad of the Rehoboth Community bind

themselves respectively to enact the legislation necessary to give due force and effect to the provisions herein contained.

Adequate penalties shall be prescribed for contravention of paragraphs fourteen and fifteen of this Agreement.

17. In lieu of the enforcement of any revenue laws which are hereby or may hereafter be supplied to the *Gebiet* in accordance with the provisions of paragraph four hereof the Raad of the Rehoboth Community may pay to the Administration of South-West Africa annually such sum of money as may be determined upon by the Administrator after consultation with the said Raad.

Wherever in any law the operation whereof is extended to the *Gebiet* provision is contained therein for the payment of any revenue derived therefrom to any local authority such revenue shall be paid to the Raad of the Rehoboth Community in lieu of such local authority.

18. In case of any dispute or difference of opinion arising between the Administrator and the Raad with relation to any matter flowing from this Agreement the latter shall hand a written statement to the Administrator in which its objections or such proposals as it may desire to make shall be set forth in full and may thereafter, if necessary, represent the matter to him personally. In case a satisfactory settlement of the matter in dispute is then not reached, the Raad may petition in connexion with the matter to the Parliament of the Union of South Africa either direct or by petition through the mediation of the Prime Minister.

19. All agreements and treaties heretofore existing between the Burghers of Rehoboth and the late German Government, with the exception of the agreement entered into between the late German Government and the Raad of the Rehoboth Community on the 30th October, 1912, mentioned under the heading "Mining" in the Second Schedule hereto, shall be cancelled as from the date of this Agreement.

20. This Agreement shall come into force on the first day of October, 1923.

Thus done and signed at Windhoek in the Territory of South-West Africa on this the 17th

day of August, 1923, in the presence of the undersigned witnesses:

GYS R. HOFMEYR,  
*Administrator of South West Africa.*

ALBERT MOUTON,

N. OLIVIER,

*Members of the Executive Council of the Rehoboth Community, on behalf of the Kaptein, who is ill.*

GERT CLOETE,

PIETER MOUTON,

MALCOLM McNAB,

PIET BEUKES

JAN WITBOOI X.

GERT DE KLERK X.

F. W. MAASDORP, *Secretary*

*Members of the Volksraad of the Rehoboth Community.*

As Witnesses:

CHAS. M. S. FORSBROOK,

D. W. DREW,

THOMAS ALCOCK.

F I R S T S C H E D U L E

*Boundaries of the Rehoboth Gebiet in Rehoboth District*

From the south-western beacon of the farm "Bullsport" No. 172, along the boundaries of and excluding the farms:

	No.	No.	
Bullsport . . . . .	172	Dudoabib Ost . . . . .	57
Blasskranz . . . . .	7	Girib Ost . . . . .	60
Farm . . . . .	8	Ganieb . . . . .	61
Noab . . . . .	10	Girib Ost . . . . .	60
Nauzerus . . . . .	11	Wiese . . . . .	62
Suisis . . . . .	180	Mertens . . . . .	63
Nauchas . . . . .	14	Farm . . . . .	64
Nauams . . . . .	177	Farm Lekkerwater . . . . .	143
Morgenroth . . . . .	17	Farm . . . . .	144
Nauams . . . . .	177	Farm Lekkerwater . . . . .	146
Areb . . . . .	176	Farm Lekkerwater . . . . .	145
Farm . . . . .	18		
Isabis . . . . .	19		

Gollschau . . . . .	20
Rothenstein . . . . .	43
Naos . . . . .	46
Choaberib . . . . .	47
Noas . . . . .	46
Hefner . . . . .	45
Vaalgras I . . . . .	38

to the north-eastern beacon of the last-mentioned farm; thence in an easterly direction along the boundary of the districts of Windhoek and Rehoboth, as defined in the First Schedule to Proclamation No. 40 of 1920 to the north-western beacon of the farm Oamites No. 53; thence along the boundaries of and excluding the farms:

	No.
Oamites . . . . .	53
Arovley . . . . .	52

to the northern beacon of Oamites No. 53 (near the railway); thence in an easterly direction along the district boundary of Windhoek and Rehoboth as defined in the First Schedule to Proclamation No. 40 of 1920 to the north-eastern beacon of the farm Ibenstein No. 55; thence along the boundaries of and excluding this farm to its south-eastern beacon; thence in the southerly direction along the district boundary of Windhoek and Rehoboth as defined in the First Schedule to Proclamation No. 40 of 1920 to the north-western beacon of the farm Dudoabib Ost No. 57; thence along the boundaries of and excluding the farms:

	No.
Dudoabib Ost . . . . .	57
Girib Ost . . . . .	60
Ganieb . . . . .	61
Girib Ost . . . . .	60
Wiese . . . . .	62
Mertens . . . . .	63
Farm . . . . .	64
Farm Lekkerwater . . . . .	143
Farm . . . . .	144
Farm Lekkerwater . . . . .	146
Farm Lekkerwater . . . . .	145

to the south-eastern beacon of the last-mentioned farm; thence in a straight line to the north-

eastern beacon of the farm Gurus No. 150; thence along the boundaries of and excluding the farms:

	No.
Gurus . . . . .	150
Voigtskub . . . . .	151
Gras . . . . .	153
Schlippmundung . . . . .	156
Niep . . . . .	157
Nonkarib . . . . .	160
Varkbosch . . . . .	161
Arusis . . . . .	162

to the western beacon of the last-mentioned farm; thence along the boundaries of but including the farm Van Wijk No. 163, to the north-western beacon of this farm; thence along the boundaries of and excluding the farms:

	No.
Goabosoab . . . . .	164
Swartkobus . . . . .	165
Gamis Ost. . . . .	170
Gamis Nord . . . . .	171

to the south-western beacon of the last-mentioned farm; thence in a westerly and north-westerly direction along the district boundary of Rehoboth and Maltahöhe as defined in the First Schedule to Proclamation No. 40 of 1920 westward and north-westward to the point of beginning.

*Note:* Wherever a river forms the boundary the inner bank shall be taken as the line of demarcation.

GYS R. HOFMEYR,  
*Administrator of South-West Africa.*

ALBERT MOUTON,  
N. OLIVIER,  
*Members of the Executive Council of the Rehoboth Community, on behalf of the Kapitein, who is ill.*

GERT CLOETE,  
PIETER MOUTON,  
MALCOLM McNAB,  
PIET BEUKES,  
JAN WITBOOI X,

GERT DE KLERK X,  
F. W. MAASDORP, *Secretary.*

*Members of the Volksraad of the Rehoboth Community.*

As Witnesses:

CHAS. M. S. FORSBROOK,  
D. W. DREW,  
THOMAS ALCOCK.

#### SECOND SCHEDULE

*Arms and Ammunition:* Proclamation No. 10 of 1915 as amended by Proclamation No. 4 of 1920, and Proclamation No. 77 of 1920.

*Artesian Water Control:* Proclamation No. 49 of 1921.

*Cattle Brands:* Proclamation No. 36 of 1921 as amended by Proclamation No. 14 of 1923.

*Coinage and Legal Tender:* Proclamation No. 3 of 1922.

*Commissioner of Oaths:* Proclamation No. 17 of 1915.

*Customs and Excise:* All laws in force in the Territory of South-West Africa by virtue of the provisions of Section 27 of the Union Customs and Excise Duties Amendment Act, 1921 (No. 35 of 1921).

*Criminal Procedure:* The Criminal Procedure and Evidence Proclamation No. 20 of 1919, in so far as the application thereof is necessary for the due observance of paragraph eleven of the Agreement.

*Cruelty to Animals:* Proclamation No. 17 of 1919.

*Dog Tax:* Dog Tax Proclamation No. 16 of 1921 and No. 6 of 1922.

*Game:* The Game Preservation Proclamation No. 13 of 1921 in so far only as it relates to "Royal Game" and "Big Game".

*Inquests:* The Inquests Proclamation No. 9 of 1920.

*Interpretation of Laws:* Proclamation No. 37 of 1920.

*Lands Expropriation:* The Lands Expropriation No. 37 of 1922.

*Licences:* The Licences Proclamation No. 21 of 1921 as amended by Proclamation No. 33 of 1921 and No. 21 of 1922.

*Liquor Laws:* The Liquor Licensing Proclamation No. 6 of 1920 as amended by Proclamations No. 71 of 1920, No. 48 of 1921, and No. 7 of 1923.

*Magistrate's Courts:* The Union Magistrates' Courts Act, 1917 (No. 32 of 1917) as applied to the Territory of South-West Africa by the Administration of Justice Proclamation, 1919.

*Magisterial Districts:* Proclamation re-defining boundaries of, No. 40 of 1920.

*Marriage Laws:* The Solemnization of Marriages Proclamation No. 31 of 1920.

*Master and Servants:* The Master and Servants Proclamation No. 34 of 1920 as amended by Proclamation No. 58 of 1920 and No. 19 of 1923.

*Mining:* Subject to the agreement entered into between the German Government and the Burgher Raad on the 30th October, 1912, the following Mining Laws shall have force within the *Gebiet*:

The Imperial Mining Ordinance for German South-West Africa of the 8th August 1905, as amended by Proclamations Nos. 24 of 1919, 12 of 1920, 29 of 1921 and 11 of 1923.

The Imperial Ordinance relating to the Trade in South-West Africa diamonds of 16th January, 1909.

The Ordinance of the Imperial Chancellor of the 26th February, 1909, regarding royalty on precious stones.

The Ordinance of the Governor of South-West Africa relating to the levy of an export duty on diamonds of the 28th February, 1909. The Ordinance of the Imperial Chancellor concerning the working of the Imperial Ordinance relating to the trade in South-West Africa diamonds of the 25th February, 1910.

The Ordinance of the Imperial Governor of South-West Africa relating to the establishment of a Mining Ground Register (*Berggrundbuch*) of the 30th May, 1910.

The Ordinance of the Imperial Governor

relating to the sale of German South-West Africa diamonds of the 13th December, 1913. The Diamond Board Establishment Proclamation, 1921 (No. 4 of 1921), as amended by Proclamation 37 of 1921.

The Diamond Industry Protection Proclamation, 1922.

*Native Stock Brands:* Proclamation No. 15 of 1923.

*Police:* The Police Proclamation No. 56 of 1921 as amended by Proclamation No. 24 of 1922.

*Prisons:* The Union Prisons and Reformatories Act, 1911, as applied to the Territory of South-West Africa by Proclamation No. 6 of 1916 as amended by Proclamation No. 20 of 1922.

*Public Health:* The Public Health Proclamation No. 36 of 1920.

*Railway Management:* The Acts of the Union Parliament applied to the Territory of South-West Africa in respect of Railways and Harbours by subsection (4) of Section two of the South-West Africa Railways and Harbours Act, 1922 (No. 20 of 1922).

*Stock Diseases:* The Diseases of Stock Proclamation, 1920 (No. 28 of 1920) together with the Orders and Regulations published thereunder.

*Stock Theft:* The Stock Theft Repression Proclamation No. 5 of 1920.

*Undesirables:* The Undesirables Removal Proclamation No. 50 of 1920. South-West Africa Affairs Act, 1922 (No. 24 of 1922) of the Union Parliament.

GYS R. HOFMEYR,  
*Administrator of South-West Africa.*

ALBERT MOUTON,  
N. OLIVIER,

*Members of the Executive Council of the Rehoboth Community, on behalf of the Kapitein, who is ill.*

GERT CLOETE,  
PIETER MOUTON,  
MALCOLM McNAB,  
PIET BEUKES  
JAN WITBOOI X,

GERT DE KLERK X.

F. W. MAASDORP, *Secretary*,*Members of the Volksraad of the Rehoboth Community.*

## ANNEX IV

*Proclamation No. 31 of 1924*<sup>1</sup>

As Witnesses:

CHAS. M. S. FORSBROOK,  
D. W. DREW,  
THOMAS ALCOCK.

## THIRD SCHEDULE

High Treason. Sedition. Public Violence. Murder. Culpable Homicide. Rape. Sodomy and Bestiality. Assault with intent to commit Murder or Rape or Assault in which a dangerous wound is inflicted. Indecent Assault. Arson. Robbery. Fraud. Forgery, or uttering a forged document knowing it to be forged. Any conspiracy, incitement or attempt to commit any of the above-mentioned offences.

GYS R. HOFMEYR,  
*Administrator of South-West Africa.*

ALBERT MOUTON,

N. OLIVIER,

*Members of the Executive Council of the Rehoboth Community, on behalf of the Kapitein, who is ill.*

GERT CLOETE,

PIETER MOUTON,

MALCOLM McNAB,

PIET BEUKES,

JAN WITBOOI X.

GERT DE KLERK X.

F. W. MAASDORP, *Secretary*,*Members of the Volksraad of the Rehoboth Community.*

As Witnesses:

CHAS. M. S. FORSBROOK,  
D. W. DREW,  
THOMAS ALCOCK.

Whereas by Proclamation of the Administrator of South-West Africa (No. 13 of 1924) dated the 5th day of May 1924 a Provisional Kapitein of the Rehoboth Community occupying the territory situate within the District of Rehoboth and known as the Gebiet was recognized until such time as a Kapitein should be elected by the Burghers of the said Community in due form of law in accordance with the constitution of the said Community dated the 31st January 1872 as amended by enactment of the 1st July 1874 and it was enacted that a Volksraad of the said Community should be elected on or before the sixteenth day of June 1924 in accordance with the provisions of the said constitution;

And whereas in pursuance of the provisions contained in the aforesaid Proclamation a Volksraad was elected in due form of law on the 16th day of June 1924;

And whereas no Kapitein has been elected by the Burghers of the said Community in accordance with the constitution of the said Community;

And whereas owing to political dissension amongst the members of the said Community a Provisional Kapitein and a Volksraad have been illegally and unconstitutionally elected by a certain section of the said Community;

And whereas illegal acts are committed with impunity by the aforesaid unconstitutionally elected Provisional Kapitein and Volksraad;

And whereas the Provisional Kapitein recognized under the provisions of Proclamation No. 13 of 1924 and the Volksraad elected in due form of law thereunder as aforesaid are unable to prevent such illegal acts or to exercise within the Gebiet the powers, functions and duties vested in them by law and to carry on the government of the Gebiet in accordance with the law of the constitution and in conformity with the agreement concluded between the Administrator of the Territory of South-West Africa and the Kapitein and members of the Volksraad on the 17th day of August 1923

<sup>1</sup> The Laws of South West-Africa, 1924, pp. 172-176.

the provisions whereof were ratified and confirmed by Proclamation of the Administrator No. 28 of 1923 dated the 28th day of September 1923;

And whereas in consequence thereof illegalities and irregularities are being committed and practised within the Gebiet and the laws of the Administration of South-West Africa operative therein by virtue of the aforesaid agreement and the local laws have been rendered ineffective and set at defiance;

And whereas as a result thereof public safety and the preservation and maintenance of law, order and good government both within the Gebiet and in the Territory of South-West Africa are seriously endangered;

And whereas it is essential in the interests of the Territory of South-West Africa that some form of properly constituted authority should be established within the Gebiet for the preservation and maintenance of public safety, law, order and good government therein and for the purpose of carrying out effectively the laws of the said Community and the provisions of the aforementioned agreement as ratified and confirmed as aforesaid;

Now therefore, under and by virtue of the powers in me vested, I do hereby proclaim, declare and make known as follows:

1. From and after the date of the taking effect of this Proclamation the provisional Kapitein and Volksraad recognized and elected in due form of law under the provisions of Proclamation No. 13 of 1924 and all persons acting under the authority of such Kapitein and Volksraad in whatever capacity shall cease to function within the territory occupied by the Rehoboth Community known as the Gebiet, situate in the District of Rehoboth and all and several the powers functions and duties vested by law in the Kapitein, Council of the Kapitein and Volksraad respectively of the said Community shall vest in the Magistrate of the District of Rehoboth who shall exercise all such powers, functions and duties in accordance with the laws of the said Community at present in force within the Gebiet and in conformity with the provisions of the agreement dated the 17th day of August 1923 between the Administrator of the Territory of South-West Africa and Cornelius van

Wijk, Kapitein of the Rehoboth Community, and members of the Raad of the said Community a copy whereof is set out in the schedule to Proclamation of the Administrator No. 28 of 1923 dated the 28th September 1923 or as hereafter amended.

2. (1) Anything to the contrary notwithstanding contained in the laws of the said Community and in the aforesaid agreement or in any other law the Court of the Magistrate of the District of Rehoboth as established by law shall possess the civil and criminal jurisdiction conferred by the said agreement upon the judges and magistrates of the Rehoboth Community who shall from the date of the taking effect of this Proclamation cease to perform the functions assigned to them under the said agreement.

(2) The Magistrate's Court in the exercise of the powers conferred upon it by the provisions of the last preceding sub-section shall anything to the contrary notwithstanding contained in the aforesaid agreement further possess jurisdiction to try and punish offences involving contraventions of the laws of the said Community committed within the Gebiet of Europeans or arising out of acts or transactions done or performed in the Gebiet between Europeans or between a European and a Burgher of the Rehoboth Community or between a European and a native:

Provided that where the omission or commission of any such act or transaction also involves a contravention of a law of the Territory of South-West Africa applicable to the Gebiet by virtue of the provisions of the aforesaid agreement the offender shall be dealt with under such latter law as provided in the said agreement and not under such local law.

(3) The Court of the Magistrate of the District of Rehoboth in the exercise of the jurisdiction, powers and functions conferred under the provisions of this section shall adjudicate in accordance with the laws of the said Community and shall in civil proceedings as far as practicable conform to the rules of procedure and evidence observed by the Courts of the said Community and in criminal proceedings shall conform to the rules of procedure and evidence applicable to Magistrates' Courts under the laws for the time

being in force in the Territory of South-West Africa.

(4) An appeal shall lie from the Magistrate's Court exercising civil and criminal jurisdiction under the provisions of this section to the High Court of South-West Africa on such terms and conditions and in accordance with such rules and regulations as the Judge of the High Court may determine.

3. Anything to the contrary notwithstanding contained in the aforesaid agreement the provisions of Chapters five and six of the Criminal Procedure and Evidence Act 1917 of the Union Parliament relating to arrest search and the seizure detention and disposal of property connected with offences as applied to the Territory of South-West Africa by the Criminal Procedure and Evidence Proclamation 1919 (Proclamation No. 20 of 1919) shall be of full force and effect within the Gebiet and any person who shall resist or incite or aid or encourage any person to resist and any person who shall hinder obstruct or disturb any policeman in the execution of his duty shall be guilty of an offence and upon conviction shall be liable to a fine not exceeding five pounds or in default of payment to imprisonment for a period not exceeding three months.

4. (1) The Magistrate of the District of Rehoboth shall forthwith receive and take into his possession all books, documents, papers and effects of whatsoever nature proper to the custody of or in the possession of or the property of the Provisional Kapitein and Volksraad recognized and elected under the provisions of Proclamation No. 13 of 1924 and all moneys held by the Provisional Kapitein and the Volksraad or either of them in their official capacity or capacities as such.

(2) Any person in possession of any such books, documents, papers, effects or money who refuses, fails or neglects when thereto required by the Magistrate to deliver the same to him and any person who resists or hinders or attempts to resist or hinder or who aids incites or encourages any other person to resist or hinder the Magistrate in the exercise of the powers conferred upon him by this section shall be guilty of an offence and upon conviction shall be liable to a fine not

exceeding fifty pounds or in default of payment to imprisonment for a period not exceeding six months.

(3) If it appears to the Magistrate on information made before him on oath that there are reasonable grounds for suspecting that there are upon any premises situate within his jurisdiction any books, documents, papers, effects or money which he is authorized to take into his possession under the provisions of this section or that any person is in possession of any such books, documents, papers, effects or money he may issue an order directing any policeman or policemen named therein to search such premises and to seize and take possession of any such books, documents, papers, effects or money and thereupon such officer or officers may lawfully execute such order.

Any person who resists or hinders or aids or incites any other person to resist or hinder any police officer or officers in executing the order shall be guilty of an offence and shall be liable on conviction to the penalties prescribed in the last preceding sub-section.

5. (1) All rights and privileges acquired by or accrued to the Provisional Kapitein and Volksraad recognized and elected under the provisions of Proclamation No. 13 of 1924 in an official capacity shall continue to exist in favour of the Magistrate of the District of Rehoboth in the exercise of the powers vested in him under the provisions of this Proclamation and all taxes and other moneys lawfully due and payable to such Kapitein or Volksraad shall continue to be recoverable by the Magistrate in his aforesaid capacity.

(2) No action, indictment or other legal proceeding whatsoever shall be brought or instituted in any Court of Law against the Magistrate of the District of Rehoboth in his capacity as the successor in office of the Provisional Kapitein and Volksraad of the said Community recognized and elected under the provisions of Proclamation No. 13 of 1924 by virtue of the provisions of this Proclamation in respect of any cause of action whatsoever which may exist against the Provisional Kapitein and the Volksraad recognized and elected under the provisions of Proclamation No. 13 of 1924.

6. Any additional cost imposed upon the Administration of South-West Africa incidental to the administration of the Gebiet in consequence of the transfer to the Magistrate of the powers, functions and duties of the Kapitein, Council of the Kapitein and Volksraad of the Rehoboth Community under the provisions of this Proclamation shall be defrayed out of the communal revenues of the said Community.

7. (a) The Magistrate shall cause separate accounts to be kept of all moneys received and expended by him in pursuance of the duties assigned to him under the provisions of this Proclamation which said accounts shall be open at all reasonable times to inspection by any person interested therein.

(2) The said accounts shall be in such form as may from time to time be prescribed by the Secretary for South-West Africa and shall be subject to audit and inspection at such times and by such person or persons as the Administrator may designate.

8. Any person who exercises or attempts to exercise or usurps or attempts to usurp in any manner whatsoever any of the powers, functions and duties assigned to the Magistrate or to the

Magistrate's Court under the provisions of this Proclamation and any person who acts under the authority of any such person as aforesaid in the exercise or attempted exercise or usurpation or attempted usurpation of any such powers, functions and duties and any person who aids incites or encourages any other person to exercise or to attempt to exercise or usurp or to attempt to usurp any of such powers, functions and duties as aforesaid shall be guilty of an offence and upon conviction shall be liable to a fine not exceeding two hundred pounds or in default of payment to imprisonment for a period not exceeding two years or to such imprisonment without the option of a fine or to both such fine and imprisonment.

9. Anything to the contrary notwithstanding contained in any law relating to Magistrates' Courts or in any other law, the Magistrate's Court for the District of Rehoboth shall have special jurisdiction to impose on summary trial the maximum penalties provided for a contravention of this Proclamation.

10. The Proclamation may be cited for all purposes as the Rehoboth Affairs Proclamation 1924 and shall commence and take effect on the sixteenth day of December, 1924.

## BOOK REVIEWS

**The Shona and Ndebele of Southern Rhodesia.** HILDA KUPER, A. J. B. HUGHES and J. VAN VELSEN. International African Institute, London; 1955. viii, 131 pp., map. 15s.

This publication is Southern Africa, Part IV, of the Ethnographic Survey of Africa, published by the International African Institute under the editorship of Professor Darryl Forde. It is divided into two parts, one dealing with the Shona, by Hilda Kuper, and the other with the Rhodesian Ndebele, by A. J. B. Hughes and J. van Velsen. It provides a useful and essential foundation upon which general studies can be based.

The part on the Shona (pp. 9-40) concerns: Tribal and sub-tribal grouping, language, physical environment, demography, history, social organization, main features of economy, political organization, religion, ritual and magic. The Shona cultural traits are described clearly, but in the shortest possible way: the number of pages should as a minimum be doubled for a sufficient sketch of this ethnic group. As ancient history plays an important part in this province of Africa and enough is known and published about it, as least a more comprehensive sketch of the events, influences and effects on the Rhodesian Bantu, as a basis for further studies, should have been given. Frobenius's "Eritrea" is in this respect missing from the bibliography, which in any event could show more of the principal non-English literature. Frobenius and Baumann would, e.g., have provided the data to outline the typical and distinctive items of the ancient Rhodesian culture pattern.

The part on the Rhodesian Ndebele (pp. 41-126) is thoroughly done. The chapters bear roughly the same headings as mentioned above for the Shona, but are not always subdivided in logical sequence, as, e.g., "Music, dances and games" are placed under "Main features of economics", economic items under "Social organization", or social items under "Main cultural features". Terms such as "king" and "state", as used in older laymen's literature, do not agree with the

Ndebele pattern of culture. Mzilikazi and Lobengula were not in principle installed very differently from other South-Eastern Bantu chiefs; they even lacked the traditional background for it and were certainly not crowned in the real sense of the word. The political organization had not the variety of offices of a real negro "state" as, for instance, in the Central and Eastern Sudan. Although the original social system of the South-African Nguni was changed by the Zulu military organization in Zululand and in Rhodesia – where a stratification of the indigenous population introduced even more changes – it is striking to see how much of the underlying principles in custom and idea are still typically Nguni and to a certain extent congruent with the Sotho-Tswana group.

P.-L. BREUTZ.

**Inkuti pukunot oo lMaasai.** (Annotated African Texts, III: Maasai.) JOHN TOMPO OLE MPAAYEI; edited by A. N. TUCKER. Oxford University Press, Cape Town, for the School of Oriental and African Studies, University of London; 1954. xi, 74 pp. 5s. 6d.

Since the publication of Sir A. Claud Hollis's work on the Masai language (with texts on history and folklore) in 1905, further investigation into Masai was largely neglected in spite of the important rôle which this language plays within the eastern Nilotic group in linguistic classification (Hamito-Nilotic problem). All the more grateful we are that Prof. Tucker, who studied some western Nilotic languages in previous years and is one of the very few linguists who have ever acquired a basic knowledge of Nilotic languages, proceeded to the study of Masai. These annotated texts are the first products of his work, but a Masai Grammar is still in the press.

The *Inkuti pukunot oo lMaasai* contains nine Masai texts which are essentially original contributions from the Masai informant John Tompo Ole Mpaayei. They are followed in the second part

of the book by their English translation—at a most valuable linguistic analysis by Dr. Tucker. From the standpoint of linguistics, progress has been achieved in the present book by: (a) the distinction between close and open vowels and diphthongs (which are not distinguished in normal orthography), and (b) the introduction of tone marks which show that "Masai is highly inflected for tone" and distinguish between high, mid, low, and falling tones. Hollis and H. A. Fokken (1907) made some brief remarks about the existence of tones in Masai, and Dr. Tucker gave some examples in 1948. So the present book offers the first substantial insight into Masai tonetics which opens up a new aspect in the research into eastern Nilotic languages.

Apart from this contribution to our knowledge of the Masai language, the translated texts lead the European reader into Masai daily life with all its problems of securing enough grazing and water for the beloved cattle, a life based largely on socio-ritual relations to cattle. Now and then, we read about the Masai of the past, but the most fascinating side of the well selected texts is the description of present-day life, with first signs of acculturation. The reader gains the impression that acculturation has not affected the Masai very much.

The book is a source of documentary information to ethnologists and, last but not least, a corner-stone for literature in the Native vernacular. May it in its twofold significance stimulate further work in this direction.

O. KÖHLER.

#### Tiv Farm and Settlement. P. BOHANNAN.

H. M. Stationery Office, London, 1954. iv, 87 pp., illus., diag., maps. 27s. 6d.

The size of the publication is 8"x10" which places it between Royal Quarto and a Demy Quarto. There are twelve chapters and six appendices covering such topics as Chap. II, The Compound; Chap. IV, Crops and Crop Rotation; Chap. XI, The Size of Tiv Farms; Appendix E, Agricultural Implements and Tools.

This monograph is produced as one of the Colonial Research Studies and is No. 15 of this

series. The Tiv, formerly called by their Hausa name of Munchi, are nearly a million strong. The great Benue River splits the Tiv country into two. The southern group, by far the larger, is then bisected by the Katsina Ala River.

The monograph deals with farming and settlements. One wonders what sampling criterion is laid down in such studies. Bronislaw Malinowski decreed that: "To study a whole tribe would be as absurd for the anthropologist as for the practical man . . . In reality, however, if the whole tribe measures 120,000 holdings, I should say that a study of some five or six communities, together, perhaps, some 120 holdings, would be pedantically ample . . ." "The Rationalization of Anthropology and Administration", *Africa*, 3, 4, Oct. 1930, pp. 412-3. This criterion casts an interesting sidelight on the efficacy of Malinowski's sampling and on the reliability of the conclusions he draws therefrom when he considers that 1% is pedantically ample! Fortunately the standard maintained by P. Bohannan is much higher and one feels that his conclusions are statistically coherent and sound.

In describing the social organization of the Tiv, Bohannan utters a very necessary warning when he says: "It is highly important that the analyst does not confuse the compound with the extended family . . . The compound is a living arrangement" and it may contain foreigners as well as members of a kinship group. "The compound and the extended family are . . . inextricably interwoven, but they are not the same thing." The lineage segments of Mba Ityo contains 221 compounds. The arrangement of the huts in a compound is not left to chance but they are aligned to correspond with the genealogical relationships of the group. "Thus, all persons are fitted in . . . to a system of placing people on the ground within the compound which is very like a genealogical chart." It can be seen at once that such an arrangement reinforces the duties and obligations inherent in the social organization and tends to stabilize and canalize the behaviour of the individuals living in the compound. Thus when a successor takes the place of the defunct compound head, the huts are rebuilt to conform with the new genealogical make-up of the compound. The author remarks that

"It is possible to look at a representation of Tiv-land not only as a map but as a genealogy. And, indeed, the Tiv themselves think of their country as segmented in genealogical terms." He points out that there are no place names, merely person names for areas.

Here as elsewhere an accusation of witchcraft is the surest method of breaking up a compound and causing groups of related individuals to settle elsewhere.

It is also noticeable that the Tiv have a socio-economic term *mba*, which can mean the people, or the territory, much as the word "ward" does in English. Similar words are *ikot* in Ibibio, *obodo* in Ibo, and *sebaka* in Sotho. It is also interesting to note that in the geography of Tiv, the place names in Tivland are demographic names, names based on lineage systems, and not on natural objects or based on descriptive names. The Tiv have a word for the territory occupied by the descendants of a single ancestor. This territory is called *tar*. Administrative officers must have found it fairly easy with such a term to sort out land disputes into respective *tar*s. Chapter III, The Minimal Tar, is a clear and very interesting study of the social structure and of the effects on the off-spring where their mothers have not been married. Although these children belong to the mothers' fathers' lineage, yet these children are handicapped in never being able to secure control of certain magical forces.

In the matter of farming, the Tiv recognize fallow periods but do not reckon them on a time basis; they say that land must be left to rejuvenate, but "since one could always determine the condition of any given piece of soil by examining it, there was no need to calculate the time." (p. 15). The Tiv have accurate terms for cultivation. Fallow land is *tsa*, cleared ground is *ikyande*, land ready for planting yams is *avam*, and when planted the land is called *sule*, so, by the use of such terms an accurate description of the state of the land is given.

There is an interesting distinction between feral crops on fallow land, between the Tiv and the Ibibio. In both, no one but the farmer may collect feral crops from land being farmed, e.g. locust beans among the Tiv, and palm nuts among the Ibibio. When the farm is fallow, the Tiv claim that only the owner may collect feral crops (p. 41), whereas among the Ibibio anyone may do so.

Writing of protecting fields magically, the author says that emblems (*akombo*) are placed at the top of a field with little or no ceremony (p. 31). Surely some word is spoken, some spell is pronounced, or how is the magic supposed to know what to do? Not enough information has been obtained as to how these *akombo* function in the philosophy of Tiv mentality. In the matter of land the position is succinctly summed up: "Rights of persons in land are individual. Titles in land may be communal." Where one can see the earlier pattern of land holding among food-gatherers, persisting, one is naturally not surprised to read that the Tiv have no word for "inherit". Rights to land follow residence rights, and all Tiv agree that land cannot be sold (p. 39). Consequently, though boundaries are recognized while land is in use, permanent boundaries are not. As they say: "We don't have a boundary; we have an argument." (p. 45).

The size of Tiv farms occupies a chapter, and one finds that the amount of land cultivated varies from 1.6 to 1.79 acres per person. One can say at once that the acreage depends on the type of soil cultivated: heavy soil, small acreage; light soil, larger acreage. I have discussed this question of the average size of an African hoefarm in *Farm and Forest*, Jan.-June 1947.

The monograph gives a very good description of farm management, farming, and farm holding among the Tiv, and it throws important light on their social structure and their psychological make-up, and on the polite conventions employed to reduce friction and to avoid creating tensions where a number of people must live together in social harmony.

M. D. W. JEFFREYS.

## PUBLICATIONS RECEIVED FOR REVIEW

The publications listed below have been received by the Managing Editor during the period 1st March, 1955, to 31st August, 1955. This list does not include journals received on exchange.

- *Non-Self-Governing Territories: Summaries and Analyses of Information Transmitted to the Secretary-General during 1953*. United Nations, New York; 1955.
- *Population Growth and the Standard of Living in Underdeveloped Countries*. United Nations, New York; 1955.
- *Yearbook on Human Rights for 1952*. United Nations, New York; 1955.
- BAUMANN, A.: *Das doppelte Geschlecht: Ethnologische Studien zur Bisexualität in Ritus und Mythos*. Dietrich Reimer, Berlin; 1955.
- BURSSENS, A.: *Inleiding tot de Studie van de Kongolese Bantoetalen*. De Sikkel, Antwerp; 1954.
- COLE, D. T.: *Introduction to Tswana Grammar*. Longmans, Green & Co., Cape Town; 1955.
- CORY, H.: *The Indigenous Political System of the Sukuma and Proposals for Political Reform*. East African Literature Bureau, Nairobi; 1954.
- COUPEZ, A.: *Etudes sur la langue Luba*. Commission de Linguistique Africaine, Tervuren; 1954.
- CRONON, E. D. *Black Moses*. University of Wisconsin Press, Madison; 1955.
- DOKE, C. M.: *Zulu Syntax and Idiom*. Longmans, Green & Co., Cape Town; 1955.
- FORTUNE, G.: *An Analytical Grammar of Shona*. Longmans, Green & Co., London; 1955.
- GIFFORD, E. W.: *Central Miwok Ceremonies*. University of California Press, Berkeley and Los Angeles; 1955.
- GLUCKMAN, M.: *The Judicial Process among the Barotse of Northern Rhodesia*. Manchester University Press for Rhodes-Livingstone Institute, 1955.
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